



Mobile Modular Management Corporation
1100 Highway 559
Auburndale, FL 33823
863-965-3700
www.mgrc.com

Lease Quotation and Agreement

Quote # Q-503547
Date of Quote 05/16/2025
Quote Expiration Date: 06/30/2025
Lease Term: 36 Months
Lessee PO#:

MOBILE MODULAR SOURCEWELL CONTRACT ID# 120822-MMR

Lessee Name and Billing Address	Site Information	Lessor Name
Polk County, a political ("Lessee") subdivision of the State of Florida 1011 Jim Keene Boulevard Winter Haven, FL 33880 Holden Wright Phone: (863) 298-4215 holdenwright@polk-county.net Sourcewell member Account#24566	Holden Wright NE Regional WW Plant Davenport, FL 33836 Cell: (863) 298-4215 holdenwright@polk-county.net	Mobile Modular Management Corporation a Division of McGrath RentCorp ("Lessor") Questions? Contact: Carolyn Prescott Direct Phone: 1 (863) 508-6882 carolyn.prescott@mobilemodular.com

Equipment and Accessories	Qty	Monthly Rent	Extended Rent	Taxable
Office, 48x60 DBPR (NonStd) (Non-Standard				
Configuration.Size excludes 4' towbar.)	1	\$3,831.00	\$3,831.00	N
Sourcewell 48 Wide Office Trailer Monthly Rental Rate fee is \$3,831.00				
Steps, Standard (open mkt)	1	\$150.00	\$150.00	N
RNT, Ramp (open mkt)	1	\$600.00	\$600.00	N
Furniture (Sourcewell price)	1	\$1,062.00	\$1,062.00	N
Equipment and Accessories Monthly Subtotal:				\$5,643.00

Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Office, 48x60 DBPR (NonStd) (Non-Standard				
Configuration.Size excludes 4' towbar.)				
Delivery	4	\$611.00	\$2,444.00	N
Block and Level Building	1	\$13,365.00	\$13,365.00	N
Essential Material Handling Fee	4	\$75.00	\$300.00	N
Delivery, Steps	1	\$200.00	\$200.00	N
RNT, Install or Delivery (Ramp Install)	1	\$1,700.00	\$1,700.00	N
RNT, Install or Delivery (Furniture Delivery)	1	\$450.00	\$450.00	N
Modifications			\$0.00	
Charges Upon Delivery Subtotal:				\$18,459.00

Charges Upon Return	Qty	Charge Each	Total One Time	Taxable
Office, 48x60 DBPR (NonStd) (Non-Standard				
Configuration.Size excludes 4' towbar.)				
Return	4	\$611.00	\$2,444.00	N
Prepare Equipment For Removal	1	\$9,720.00	\$9,720.00	N
Cleaning Fee	4	\$450.00	\$1,800.00	N
Removal, Steps	1	\$200.00	\$200.00	N
RNT, Removal (Ramp Removal)	1	\$1,700.00	\$1,700.00	N
RNT, Removal (Furniture Removal)	1	\$450.00	\$450.00	N
Estimated Charges Upon Return Subtotal:				\$16,314.00



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Total Estimated Charges

Subtotal of Monthly Rent	\$5,643.00
Personal Property Expense	\$00.00
Taxes on Monthly Charges	\$0.00
Total Charges per Month (including tax)	\$5,643.00
Charges Upon Delivery (including tax)	\$18,459.00
Estimated Charges Upon Return (including tax)*	\$16,314.00
Estimated Initial Invoice*	\$24,102.00

*Charges upon return will be charged at Lessor's then-current rates for lease terms greater than 12 months.

Special Notes

Additional Note: Mobile Modular **Sourcewell** Contract#1208220-MMR. (1) 48 wide Office Building and furniture are using standard **Sourcewell** rental rate pricing. Other rental items are using open market rates. All one-time charges except block and level, including delivery, installation, ramp, return fees, etc. are priced using vendor or self performed pricing to remain at or below the **Sourcewell** approved not to exceed RSMeans plus 17% Markup.

Quote based on availability. Temporary/Portable Holding Tanks: Lessor shall not be liable for loss or damage as a result of holding tanks that fill up more quickly than expected, or that overflow. Lessor strongly recommends that the equipment be connected directly to sanitary sewer lines. This proposal does not include steps, ramps, skirting, furniture, holdings tanks, or awnings unless specifically identified on quote.

This proposal assumes the use of earth anchoring on grass or dirt surface. Customer is responsible for scheduling all locates (www.sunshine811.com) and making MMMC aware of any hazards before digging.

FL Not included in scope of work: Site architect services, building permits, site contracting not limited to sidewalks, grading, site preparation, utilities/connections, grounding, fire alarm systems, fire sprinkler systems. If tires or axles need to be removed, this will be done at an additional charge.

RAMP- Additional Charges will apply if: Site is not level, additional sections are required due to site conditions, custom layout or product is requested, and other variables that may impact installation. Tie downs in sugar sand may incur an additional fee.

Three hard copy sets of building plans will be provided at no cost. Additional sets and E-seals are available at an additional charge.

****ASPHALT and CONCRETE** Buildings set on asphalt or concrete will be at an additional charge of \$40/per anchor.**

PLEASE CIRCLE - (DIRT) (ASHPALT) (CONCRETE) or (OTHER) and INITIAL HERE. _____

Additional Information

- Quote is valid for 30 days.
- Lessee's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by Lessee. Unless noted, prices do not include permits, ramp removal, stairs, foundation systems, foundation system removal, temporary power, skirting, skirting removal, engineering, taxes or utility hookups.
- Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request.
- For lease transactions, Lessor reserves the right to substitute equal or better equipment prior to delivery without notice.
- This transaction is subject to prior credit approval. Security deposit and payment in advance may be required.
- **Sales Tax will be calculated based on the tax rate at the time of invoicing.**
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

Estimated Equipment Value

The Estimated Equipment Value is listed below. Lessee is solely responsible for complying with all insurance requirements set forth in the Lease Terms and Conditions attached hereto.

Equipment Description	Qty	Estimated Equipment Value (each)
Office, 48x60 DBPR (NonStd)	1	\$190,050.00



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Item	Qty	Cost	Total
L Shaped Desk	8	\$ 52.00	\$ 416.00
8' Conference Table	1	\$ 38.00	\$ 38.00
Bookcase 72"	10	\$ 23.00	\$ 230.00
6' Training Table	2	\$ 34.00	\$ 68.00
Mesh High Back	8	\$ 17.00	\$ 136.00
Enterprise Mid-Back	8	\$ 13.00	\$ 104.00
Fridge	1	\$ 70.00	\$ 70.00
		Total	\$ 1,062.00



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This Lease Quotation and Agreement is entered into by and between Lessor and Lessee effective as of the date signed by Lessee. This Lease Quotation and Agreement includes the terms and conditions set forth in the following two documents (collectively, the "Agreement"), each of which is incorporated herein by this reference:

1. **Lease Terms and Conditions** attached hereto; and
2. **Supplemental Lease Terms and Conditions** located at (<https://www.mobilemodular.com/contractterms>), as the same may be updated from time to time in the sole and absolute discretion of Lessor.

IN THE EVENT THE LESSOR AND LESSEE HAVE ENTERED INTO A MASTER LEASE AGREEMENT, THE TERMS OF SUCH MASTER LEASE AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE, ARE DEEMED A PART OF THIS AGREEMENT, AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN THIS AGREEMENT.

By signing below, Lessee: (1) acknowledges and agrees that it has received, read and understands the terms of this Agreement and agrees to be bound by the terms of this Agreement, including prices and specifications, and (2) instructs Lessor to make appropriate arrangements for the preparation and delivery of the Equipment identified herein. This Agreement may be executed in one or more counterparts (including through the use of electronic signatures), each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Upon execution of this Agreement, Lessor shall generate a Lease Agreement Number, which shall be referenced on all Lessor invoices.

No document provided by Lessee, including, without limitation, Lessee's purchase orders, work orders, bills of lading, or forms for receipt or acknowledgment or authorization ("**Lessee Forms**"), nor the terms and conditions associated with such Lessee Forms, shall amend, modify, supplement, waive, or release any term or condition of this Agreement (or the Master Lease Agreement, as applicable) even if such Lessee Forms are signed by an agent or representative of Lessor. The terms and conditions of this Agreement (or the Master Lease Agreement, as applicable) shall prevail over any Lessee Forms, and any inconsistent or additional terms and conditions in Lessee Forms shall be deemed void *ab initio* and of no force or effect.

The individuals signing this Agreement affirm that they are duly authorized to execute this Agreement by and on behalf of the parties hereto.

LESSOR:

Mobile Modular Management Corporation
a Division of McGrath RentCorp

LESSEE:

Polk County, a political subdivision of the State of Florida

Signature: _____

Signature: _____

Name: _____

Phil Hawkins

Name: _____

Title: _____

COO

Title: _____

Date: _____

6/3/2025

Date: _____

Reviewed as to form and legal sufficiency

Noah Miller 6/16/25
County Attorney's Office



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LEASE TERMS AND CONDITIONS

1. **LEASE.** Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Equipment (as defined below). The lease of any Equipment is governed by the terms of this Agreement. The Equipment is and shall remain the personal property of Seller.
2. **TERMS.** All capitalized terms used and not otherwise defined herein, will have the meanings set forth in this Agreement. As used in this Agreement, the following definitions shall apply: "**Accessories**" shall mean any additions, attachments, or accessories to the modular buildings, or ancillary services, provided by Lessor to Lessee and identified in this Agreement; "**Equipment**" shall mean the modular buildings, Accessories, and/or Services identified in this Agreement, together with any replacements, repairs, additions, attachments or accessories hereafter rented to Lessee under this Agreement.
3. **PAYMENTS AND PRICE ADJUSTMENTS.** Lessee agrees to pay to Lessor each payment specified herein on a net invoice basis. Payment terms are net due upon receipt unless otherwise agreed upon in writing. All payments due from Lessee pursuant to this Agreement shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever. Prices will be increased by Lessor for unknown circumstances or conditions, including, but not limited to, driver waiting time, special transport permits, difficult site conditions and/or increases in fuel prices.
4. **LEASE TERM; EARLY TERMINATION.** The Lease Term and Monthly Rent, each of which are specified in this Agreement, shall commence on the date the Equipment is delivered to the Site (the "Start Rent Date"), unless a different date is mutually agreed upon in writing, and shall continue thereafter for the number of months specified in this Agreement as the Lease Term. Lessee agrees to pay the Total Charges per Month specified in this Agreement (as may be adjusted pursuant to Section 5 below) for each month during the Lease Term and any extensions thereof. A month is defined as thirty (30) calendar days; rent will be billed monthly unless otherwise specified in this Agreement (but rent shall be due and owing even in the absence of actual receipt by Lessee of an invoice or bill). In the event that Lessee terminates this Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor, in its sole discretion, following the receipt of the termination request. Such early termination fee may include, but shall not be limited to, charges related to the preparation of the Equipment for delivery and/or the rental value of this Agreement. In no event shall any such early termination fee exceed the total value of this Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. If Lessee delays delivery of the Equipment for any reason for thirty (30) days or longer from the original delivery date mutually agreed upon between both parties, Lessor may, in Lessor's sole discretion, charge Lessee a monthly storage fee equal to the Monthly Rent starting on the original delivery date, and/or terminate this Agreement, subject to the early termination provisions set forth above.
5. **EXTENSION OF LEASE TERM.** Upon expiration of the initial Lease Term set forth in this Agreement, the lease of the Equipment shall automatically be extended on a month-to-month basis until the Equipment is returned to Lessor. This Agreement does not expire and the terms and conditions hereof shall remain in full force and effect for any extension of the Lease Term, unless otherwise agreed upon by Lessor and Lessee in writing. Lessor may periodically revise the Total Charges per Month from those reflected in this Agreement if the lease of the Equipment is extended beyond the initial Lease Term. If the lease of the Equipment is extended beyond the initial Lease Term, Lessor may revise the charges for the Charges Upon Return from those specified in this Agreement to reflect Lessor's then-current market rates for such services.
6. **PREPARATION FOR REMOVAL OF THE EQUIPMENT.** Prior to the scheduled removal of the Equipment, Lessee shall, at a minimum: (a) provide clear access to the Equipment for Lessor to dismantle and remove the Equipment from the Site by industry-standard trucking methods; (b) disconnect all utilities; (c) remove all personal property of Lessee's from the Equipment; and (d) in the case of Equipment that includes plumbing, flush the plumbing lines clean and ensure that no foreign matter remains in any fixtures. Plumbing must be properly disconnected by Lessee at its sole cost and expense. Lessee will be responsible for costs of repair required by improper plumbing disconnection to the extent that the Equipment is damaged. Any components, parts or accessories supplied by Lessor must be returned with the Equipment. In the event that Lessee fails to meet the requirements herein, additional charges may be incurred by Lessee for additional labor, waiting time, or dry-runs in the event that Lessor is unable to return the Equipment as scheduled.
7. **RETURN OF EQUIPMENT.** Lessee must provide a minimum of thirty (30) days prior, written notice to Lessor when requesting to return the Equipment. Lessee is responsible for complying with the requirements set forth in the "Preparation for Removal of the Equipment" section of these Lease Terms and Conditions. Unless otherwise agreed upon by Lessor in writing, Lessee shall continue to be responsible for payment of the Total Charges per Month set forth in this Agreement (as may be adjusted pursuant to Section 5 hereto) until return of the Equipment to Lessor is completed. The Total Charges per Month will be prorated in one-half (1/2) month increments only. If the Equipment is returned within the first fifteen (15) days of the billing period, Lessee shall be responsible for paying half of the Total Charges per Month; if Equipment is returned between the sixteenth (16th) and thirtieth (30th) days of the billing period, Lessee shall be responsible for paying the entire amount of the Total Charges per Month. The charges reflected in this Agreement for Charges Upon Return will be adjusted for any Lease Term longer than twelve (12) months or if the Lease is extended beyond the initial Lease Term, pursuant to Section 5.
8. **WARRANTIES; DISCLAIMER.** Lessor warrants to Lessee that the Equipment, when delivered and set up and under normal use and regular service and maintenance by Lessee, shall be free from major defects in materials and workmanship that prevent any normal use and operation. Accessories supplied by Lessor pursuant to this Agreement but not owned by Lessor shall not be subject to the foregoing warranty, but shall carry the applicable warranty of the Accessory owner, which Lessor hereby assigns to Lessee to the extent transferable. Lessor's liability under this warranty shall be limited to the replacement or repair of the defective Equipment (during Lessor's normal working hours), at Lessor's option; provided, however, that Lessee shall provide written notice of any failure or defect to Lessor within four (4) days after discovery, and within the applicable warranty period, and failure to provide such notice in a timely manner may result in a limitation of this warranty at Lessor's sole option. If Lessee does not grant clear, unobstructed access for any such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates. This warranty does not



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extend to any Equipment subjected to improper application, damaged by accident or abuse, or repaired or altered outside of Lessor's facilities without prior written authorization from Lessor. **THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT ARE LESSOR'S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE EQUIPMENT AND SERVICES, AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, GUARANTEES, PROMISES, AFFIRMATION OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED, WHICH MAY BE DEEMED APPLICABLE TO THE EQUIPMENT OR SERVICES, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR AS TO TITLE, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE OR ANY OTHER MATTER. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL EQUIPMENT AND SERVICES ARE BEING PROVIDED "AS IS", "WHERE IS, WITH ALL FAULTS". LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, THERETO. LESSEE HAS SELECTED ALL EQUIPMENT FOR LESSEE'S INTENDED USE AND RECOGNIZES THAT LESSOR IS NOT A DESIGNER OR MANUFACTURER OF ANY EQUIPMENT.**

9. **TAXES.** Lessee agrees to be responsible for all charges, fees and taxes (local, state and federal) levied or assessed upon Lessee or Lessor relating to the ownership, leasing, rental, sale, possession, use or operation of the Equipment (including, without limitation, sales, use and personal property taxes); provided, however, that the foregoing obligation shall not apply to any local, state or federal income tax assessed against the Lessor as a result of this Agreement which shall continue to be the obligation of Lessor. Lessee shall pay all such taxes for which it is responsible to the appropriate taxing authorities or, if directed or invoiced by Lessor, pay such amounts to Lessor for remittance by Lessor to the appropriate taxing authorities.

10. **LOSS OR DAMAGE.** Upon delivery and until the Equipment is removed from the Site by Lessor or its authorized agent, Lessee assumes all risk of loss or damage to the Equipment. Should any Equipment damaged be capable of repair, the Equipment shall be repaired and restored to its condition existing prior to such damage, at Lessee's sole cost and expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within forty-five (45) days thereafter, an amount equal to the full replacement value of the Equipment, which payment obligation shall survive the termination of this Agreement.

11. **INSURANCE.** Lessee shall procure and maintain, at its sole expense (including all premiums, deductibles and self-insured retentions), (i) property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof (and with a deductible no higher than \$25,000), naming Lessor as loss payee of the proceeds, and (ii) commercial general liability insurance (minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate) (and with a deductible no higher than \$25,000), naming Lessor and its designees as additional named insureds. Lessee's insurance shall be primary and non-contributory to any insurance maintained by Lessor or any other additional insureds or additional named insureds. The liability insurance policy shall contain coverage for all contractual indemnity obligations of Lessee set forth in this Agreement, cross-liability and waiver of subrogation provisions in favor of Lessor and any other additional insureds. All evidence of all required insurance shall be in a form reasonably acceptable to Lessor and with a company having an A.M. Best rating of A- (VII) or better, and shall not be subject to cancellation without thirty (30) days' prior written notice to Lessor. Lessee shall provide to Lessor insurance certificates and endorsements (including without limitation, additional insured and loss payee endorsements) evidencing compliance with the insurance requirements of this Agreement (including without limitation, the deductible amounts and waiver of subrogation) prior to delivery of the Equipment and shall maintain all required insurance coverage until the Equipment is returned to Lessee. Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.

12. **RESERVED.**

13. **EVENTS OF DEFAULT; REMEDIES.** Each of the following shall constitute an "Event of Default": (1) failure by Lessee to make any payment within ten (10) days after its due date; (2) failure by Lessee to perform any other obligation under this Agreement, and the continuance of such default for ten (10) days after written notice thereof by Lessor to Lessee; (3) any material misrepresentation or false statement of fact by Lessee; (4) the loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or the commencement of any bankruptcy proceedings by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value of the Equipment hereof. Upon the occurrence of any Event of Default, Lessor may, without notice, exercise one or more of the following remedies: (1) declare all unpaid payments under this Agreement to be immediately due and payable; (2) terminate this Agreement as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability to Lessee; (4) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (5) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of this Agreement or to recover damages for the breach hereof, including attorneys' fees and any other expenses paid or incurred by Lessor in connection with the repossession of the Equipment; (6) apply the security deposit specified in this Agreement ("Security Deposit") to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of this Agreement and to indemnify Lessor against any damages sustained by Lessor; and/or (7) recover the replacement cost of any Equipment which Lessor is unable to repossess.. Lessor's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or of any term or condition of this Agreement. No right or remedy referred to herein is intended to be exclusive and each may be exercised concurrently or separately and from time to time. In the event of repossession, Lessee waives any bond posting requirement.

Lease Terms and Conditions, Rev. 07/01/2022

SUPPLEMENTAL LEASE TERMS AND CONDITIONS

1. **AGREEMENT.** These Supplemental Lease Terms and Conditions are incorporated by reference into the Lease Agreement between Lessor and Lessee (as identified in the Lease Agreement). All capitalized words used and not otherwise defined in these Supplemental Lease Terms and Conditions shall have the same meanings and definitions as those used in the Agreement. As used herein, "this **Agreement**" shall mean, collectively, the Lease Agreement, the Lease Terms and Conditions, and these Supplemental Lease Terms and Conditions.
2. **CERTAIN EXCLUSIONS FROM PRICING.** Unless otherwise specified in writing, prices and/or charges do not include permits, ramps, stairs, seismic foundation systems (such as Tiedowns (as defined below)), temporary power, skirting, engineering, or utilities or related installation and/or removal of same. Pricing for set up or installation (including, without limitation, of the building, skirting, Tiedowns, ramps, etc.) does not include dismantling or removal unless explicitly specified in writing. Except for skirting and earth anchors, unless otherwise noted in writing, ownership of all installed or supplied items is retained by Lessor.
3. **CREDIT APPROVAL; SECURITY DEPOSIT.** This transaction is subject to prior credit approval of Lessee to the sole satisfaction of Lessor. A security deposit and/or down payment in advance may be required in Lessor's sole discretion. If applicable, Lessee shall pay to Lessor the security deposit ("**Security Deposit**") amount specified in this Agreement. Lessor shall have no obligation to collect or pass through to Lessee any interest that Lessor may earn on the Security Deposit. In the event all or any portion of the Security Deposit is applied as aforesaid, Lessee shall deposit additional amounts with Lessor so that the Security Deposit shall always be maintained at the amount specified herein. Lessor shall have no obligation to segregate the Security Deposit in a separate account, except as expressly required by applicable law. Lessor shall return to Lessee any remaining balance of the Security Deposit upon Lessee's return of the Equipment to Lessor.
4. **USE, MAINTENANCE, CONDITION.** Lessee understands and agrees that: (a) the Equipment is only to be used for office space, light storage or classroom facilities and for no other purpose without the prior written consent of Lessor; (b) the Equipment is not pre-wired for features such as telephones, data lines, fire alarms, intercoms, lightning suppression, or other similar uses; (c) in the event that the Equipment includes cabinetry/casework, such cabinetry/casework may be fabricated with particleboard, which is known to emit certain levels of formaldehyde. Lessee is hereby advised that lower emission and formaldehyde-free options are available for an additional cost. Lessor shall have no liability for the effects of the emittance of certain levels of formaldehyde in connection with the Equipment. Lessee shall maintain all Equipment in good condition and repair (ordinary wear and tear excepted) as set forth in Lessor's Service Guide, which may be viewed on Lessor's website at <https://www.mobilemodular.com/resources/product-guides>. Lessee shall not make any alterations, modifications, additions or improvements to the Equipment without Lessor's prior written consent. Lessor or its employees, subcontractors or agents, may from time to time at any reasonable time, enter upon the Site for the purposes of (a) inspecting the Equipment; (b) repairing the Equipment; or (c) photographing the Equipment (including any items or occupants within or surrounding the Equipment) for Lessor's internal use. Lessor shall bear the expense of all repairs that it determines are needed to ameliorate normal wear and tear or defects in the Equipment; the expense of all other repairs shall be borne by Lessee. Lessee shall promptly notify Lessor of any defects in the Equipment. Unless otherwise specified in this Agreement, the Equipment is from Lessor's previously rented / used inventory.
5. **SPECIAL WAGE REQUIREMENTS.** Unless otherwise specified in this Agreement, prices do not include union labor, prevailing wages and fringe benefits under the Davis-Bacon Act, overtime provisions of the Contract Work Hours and Safety Standards Act, prevailing wages and fringe benefits under the McNamara-O'Hara Service Contract Act, or other special or certified wages or fringe benefits required in addition to those wages generally required under the Fair Labor Standards Act and applicable state and local law. It is the sole responsibility of Lessee to notify Lessor, in writing, at least five (5) business days prior to execution of this Agreement, to the extent that any special or certified wage or fringe benefit requirements are applicable to Lessee's project so that they may be included in this Agreement. If Lessee does not do so, and such special or certified wage or fringe benefit requirements are required, additional charges will apply. If requested by Lessee in writing, Lessor will provide payroll and other related documents to the extent that Lessor is allowed by applicable law or regulation to share such documentation with Lessee. Unless explicitly agreed upon in writing by Lessor, Lessor does not hereby agree to participate in any project-specific reporting requirements, including but not limited to special reporting systems, software, or online portals, and, if agreed to, such participation by Lessor may be subject to additional fees payable by Lessee.
6. **DELIVERY AND PLACEMENT OF EQUIPMENT.** Lessor shall deliver and set up the Equipment at the site location (the "**Site**") identified on the first page of the Agreement. Lessee shall provide Lessor with clear access to the Site for delivery of the Equipment by industry-standard delivery methods and set up by industry-standard set up methods. Lessee is solely responsible for ensuring that the Site is dry, compacted and level (defined herein as length of the Equipment having no greater than a four (4) inch drop in forty (40) feet and the width of the Equipment having no greater than a one (1) inch drop in eight (8) feet). Lessee: (a) warrants and represents that it has exercised due diligence and care in selecting a suitable Site for the Equipment and agrees that it is solely responsible for the identification of all underground elements at the Site, including but not limited to utility lines, utilizing the appropriate third-party services and that Lessee retains liability for the designation of such elements at the Site should there be any ground-penetrating activities performed in connection with set up of the Equipment; (b) agrees to clearly mark the four (4) corners of the area where the equipment is to be placed, as well as the location of the door; (c) shall clear the area of all grass, shrubs, trees, and other similar hazards; (d) will ensure that the Equipment shall be placed in an area with adequate drainage to avoid flooding; and (e) has the authority and right to place the Equipment at the Site and that in the event that the Site is not owned by Lessee, Lessee will so advise Lessor and provide adequate, state-specific authorization, to Lessor's sole satisfaction, that Lessee has the right to place the Equipment at the Site. In the event that the Equipment must be re-leveled due to adverse Site or weather conditions (i.e. ground saturation, settling, instability, etc.) or adjustment due to the weight of Lessee's personal property in the Equipment, the re-level shall be performed by Lessor at Lessee's sole cost and expense. In the State of California, DSA-approved Equipment is subject to the following additional installation requirements: (a) the area where the equipment is placed must be graded to within 4.5 inches of level grade; and (b) under no circumstances have less than a 1500 psf minimum soil bearing pressure. Section 8 ("Tiedowns") below is not applicable to DSA-type Equipment.
7. **HYBRID CAMPUS MAKER, ECO, ECO II AND TYPE IIB SIDE STACKABLE CLASSROOMS.** In the State of Florida Hybrid Campus Maker, Eco, Eco II and Type IIB Side Stackable Classrooms types of Equipment have a one-hour firewall on the long side walls. Lessee is duly advised that penetration of these walls may cause such Equipment to lose its one-hour fire rating and the Equipment will fail to be code compliant. Lessee shall be solely liable for any failure to maintain one-hour fire rating and code compliance in the event of any wall penetration by Lessee.
8. **TIEDOWNS.** When used herein, "**Tiedowns**" means tiedowns, earth anchors, seismic and/or wind restraints. In the event that Tiedown installation is not expressly listed in the "Delivery-related Services" section of this Agreement, Lessee, at Lessee's sole judgement and discretion, has effectively rejected Lessor's offer to install Tiedowns on the Equipment at the sole risk and liability of Lessee. Lessor shall bear no liability for any damages to person or property in or around the Equipment or to the Equipment or any Accessories, nor shall Lessor be liable for any injuries, including death, that may occur in connection with Lessee's determination that Tiedowns are not required. It is the sole responsibility of Lessee to ensure compliance with all requirements of any applicable governmental authority pertaining to the foundation system of the Equipment and any required Tiedowns. In the event that Lessee elects to have Tiedowns installed, the following terms and conditions are applicable: (a) friction-based or earth anchor seismic/wind restraint

systems are rated for exposure C wind loads as defined in the plans provided to Lessee and are designed to be used on sites with a minimum soil bearing pressure as specified on such engineered plans; (b) additional charges may be incurred by Lessee for custom foundation engineering and additional or different foundation materials and/or work; (c) for an additional charge, wet-stamped engineered plans and calculations are available for seismic/wind restraint systems; (d) Lessor does not warrant that Lessee's site conditions will be adequate for the seismic/wind restraint system; (e) upon request, Lessor may provide a recommendation of the number of earth anchors based on the size and type of Equipment, it being understood and agreed by Lessee that Lessor's recommendation is not a guaranty or warranty of any kind as to the number of required earth anchors; (f) the Warranties set forth in the Agreement do not apply to any seismic/wind restraint systems in the event that Lessee has not elected to purchase wet-stamped engineered foundation plans and calculations; (g) at the time of installation of earth anchors, in the event that ground penetration is hindered by elements such as large rocks, lime, cement, utility lines, etc., Lessee is solely responsible for all costs associated therewith, including replacement of broken earth anchors. In the event of any damage to utility lines, the cost of repairs will be borne solely by Lessee; and (h) at the time of return of the Equipment, Lessor will cut the straps of the earth anchors in order to remove the Equipment and Lessee shall be responsible for removal of the earth anchors from the Site. Lessor shall not be responsible for any patching or other repairs to the Site ground surface that may be required following removal of earth anchors.

9. **PLUMBING.** If any Equipment includes plumbing systems, Lessee is solely responsible for making waste and water connections to the Equipment stub outs. Lessee is solely responsible for providing the plumbing and assembling the plumbing manifold and for final on-site connections. Lessor makes no guarantees that the stub out locations or set height of the Equipment will coincide with existing stub outs, holding tanks or other connection-related items. Lessee is responsible for any malfunction of lines, valves, piping, etc. related to foreign matter, improper connection of waste/water lines, negligence or misuse, or for any other malfunction not directly attributable to a defect in the plumbing systems contained within the Equipment. Testing of water for chlorination, pressure or other items/issues is the sole responsibility of Lessee. If Lessee is connecting Equipment plumbing system to temporary/portable holding tanks and/or fresh water supply tanks, whether obtained from Lessor or Lessor's supplier, or from an unrelated third party supplier of Lessee's.

10. **CRANE SERVICES.** Lessee shall not, by itself or through any subcontractor or agent of Lessee (excluding Lessor and Lessor's subcontractors and agents), rig, attach, lift, lower, hoist or move any Equipment with a crane or other similar equipment without first: (a) obtaining Lessor's prior written approval, to be given, withheld or qualified in Lessor's sole discretion; (b) executing Lessor's form of Crane Services Waiver of Liability and Indemnification; and (c) providing certificates of insurance to Lessor evidencing that Lessee or Lessee's subcontractor or agent (as applicable) maintains riggers liability insurance with a minimum of \$1,000,000.00 per occurrence and naming Lessor as loss payee of the proceeds.

11. **ACCESSORIES.** The following terms and conditions are applicable to the extent that any accessories are included in this Agreement: (a) Lessee understands and acknowledges that some accessories may not be owned by Lessor and may be leased from third-party suppliers of Lessor for use by Lessee, that such third-party suppliers shall retain all rights of ownership of such accessories and that Lessee has no rights of ownership or interests therein. (b) certain accessories, including but not limited to holding tanks and generators, may present certain hazardous conditions or materials. Lessee agrees that it is fully aware of the potential hazards in using such accessories and hereby assumes all risk associated therewith. (c) Lessee shall maintain or remove any waste or hazardous materials related to any such accessories in accordance with all applicable laws, rules and regulations. (d) The insurance value(s) of any accessories are not included in the Estimated Equipment Value set forth in this Agreement. (e) Holding Tanks/Fresh Water Tanks: For Lessee's comfort and convenience, Lessor strongly recommends that Equipment containing plumbing systems be connected directly to sanitary sewer lines. In the event that Lessee elects to utilize temporary holding tanks as a means of waste disposal, Lessee is hereby advised that use of holding tanks presents additional risks, as holding tank capacity is directly affected by water usage, leaky faucets, etc. Lessor shall not be liable for any loss or damage resulting from holding tanks that fill up more quickly than expected, or that overflow. Lessee is responsible for providing necessary plumbing parts, assembly of plumbing manifold and final on-site connections between the Equipment and any such holding or supply tanks. Lessor makes no representations, warranties, or guarantees that the stub out locations or set height of the Equipment will coincide with the holding and/or supply tanks, or other connection-related items. Lessee may be required to trench, dig a pit or make other site-related modifications to accommodate waste and supply tanks. If fresh water tanks are provided by Lessor, Lessee is hereby advised that the water is non-potable and is considered unsafe for consumption; (f) Stairs: the term "Stairs" shall mean prefabricated metal stairs, including handrails, with landings. Lessor's sole responsibility with respect to Stairs is to deliver the Stairs to the Site. Notwithstanding any assembly or installation by Lessor, Lessee is and shall remain solely liable for the installation and assembly of the Stairs and for any failure to comply with applicable codes, regulations and/or ordinances with respect to the Stairs after the Stairs are delivered to the Site. **LESSEE HEREBY WAIVES AND RELEASES ANY CLAIM IT MAY HAVE AGAINST LESSOR ARISING FROM LESSOR'S INSTALLATION OR ASSEMBLY OF THE STAIRS. LESSEE FURTHER AGREES THAT IT SHALL INDEMNIFY, DEFEND, AND HOLD THE LESSOR HARMLESS FROM AND AGAINST ANY AND ALL LOSSES RESULTING FROM OR IN ANY WAY RELATED TO THE INSTALLATION AND ASSEMBLY OF THE STAIRS.** (g) Ramps: Lessee shall not alter ramps provided by Lessor from their installed state; any alterations or modifications of ramps may result in failure to comply with applicable code, regulations and ordinances and any such alterations or modifications, including cosmetic changes, may result in additional charges to Lessee for repairs or replacement of the ramp. Sloping Site or other conditions may impact the use of prefabricated ramps and may require customized configurations, which may result in additional charges to Lessee. Lessee is responsible for making the transition from the end of the ramp to existing grade of the Site and such transition may require grading, paving or other site work by Lessee at Lessee's sole cost and expense, to ensure finished ramp complies with all applicable codes, regulations and ordinances. Lessee's obligations to Lessor pursuant to this Agreement with respect to the Equipment (including but not limited to those relating to responsibility for damages, relocation, return, maintenance and repairs, insurance, and indemnify) shall also apply with respect to the accessories unless otherwise expressly stated.

12. **ASSIGNMENT.** Lessee shall not assign this Agreement or sublet the Equipment without the prior written consent of Lessor. This Agreement shall be binding upon any assignee or successor of Lessee. Lessor may assign any of its rights, remedies, responsibilities, and/or obligations hereunder without notice to Lessee.

13. **RELOCATION OF EQUIPMENT.** Lessee shall not move the Equipment without the prior written consent of Lessor. Should the Equipment require relocation for any reason, Lessee shall be responsible for all costs and expenses associated with such relocation and shall be solely liable for any damage caused to the Equipment resulting from such relocation. Lessee is responsible for ensuring that the new Site meets the same requirements set forth in this Agreement.

14. **LIENS.** Lessee shall keep the Equipment free and clear of any and all claims, liens, security interests, encumbrances, or attachments.

15. **MARKETING DISCLAIMER.** Lessee agrees that, by executing this Agreement, it is opting-in to receive emails, phone calls, text promotions and offers from Lessor. Lessee may unsubscribe at any time using the links provided in such emails.

16. **INTELLECTUAL PROPERTY.** Nothing in this Lease Agreement shall be deemed to convey to Lessee any right, title to or ownership in any intellectual property within the Equipment or owned by Lessor or any third party, in whole or in part, nor to designate deliverables "work made for hire" under the U. S. Copyright Act, as amended.

17. **CONFIDENTIALITY.** Lessee agrees to, at all times, maintain the confidentiality of this Agreement, all terms and conditions set forth herein and all other non-public information related to the transactions consummated hereby.

18. **COMPLIANCE WITH LAW.** Lessee assumes all responsibility for any and all licenses, permits and other certificates as may be required for Lessee's lawful operation, use, possession and occupancy of the Equipment on the Site approvals. **LESSEE AGREES TO FULLY COMPLY WITH ALL LAWS, RULES, REGULATIONS AND ORDERS OF ALL LOCAL, STATE AND FEDERAL GOVERNMENTAL AUTHORITIES WHICH IN ANY WAY RELATE TO THE EQUIPMENT AND ITS USE; AND TO INDEMNIFY, DEFEND AND HOLD LESSOR HARMLESS FROM ANY AND ALL FINES, FORFEITURES, SEIZURES, PENALTIES OR OTHER LIABILITIES THAT MAY ARISE FROM ANY INFRINGEMENT OR VIOLATION OF ANY SUCH LAW, RULE, REGULATION OR ORDER.**

19. **GOVERNING LAW; VENUE.** Lessee and Lessor agree that this Agreement shall be governed in all respects by, and interpreted in accordance with the laws of, the State of the Site where the Equipment is located, without regard to its conflicts of laws' provisions. It is agreed that the venue for a legal action relating to this Agreement shall be proper only if brought in, and the exclusive jurisdiction for any disputes relating to this Agreement shall be, the Federal and State courts having jurisdiction over the Site where the Equipment is located. The parties agree that this Agreement hereunder does not constitute a "construction contract" or otherwise relate to the improvement of real estate or the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance.

20. **HAZARDOUS MATERIALS.** Lessee agrees that no paint or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials and/or substances, shall be maintained, located or stored in or on the Equipment. Lessee shall also not conduct or authorize the use, generation, transportation, storage, treatment or disposal in, around, about or on the Equipment of any hazardous substance or materials other than in quantities incidental to the intended use of the Equipment and in compliance with all environmental laws; provided, however, nothing herein contained shall permit Lessee to allow any so-called "acutely hazardous," "ultra-hazardous," "imminently hazardous chemical substance or mixture" or comparable hazardous substance or material to be located on, in, around or about the Equipment. Lessee shall cooperate with and permit Lessor and all governmental authorities having jurisdiction reasonable access to the Equipment for purposes of operating, inspecting, maintaining and monitoring any environmental controls, equipment, barriers and/or systems required by applicable environmental laws.

21. **FEDERAL CONTRACTOR.** As a federal contractor, Lessor's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a). Lessor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.

22. **FORCE MAJEURE.** If performance by either party of any term, condition or covenant in this Agreement is delayed or prevented by any Act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood, pandemic, epidemic or global health emergency or any other cause not within the reasonable control of such party, the period for performance of the term, condition or covenant will be extended for a period equal to the period such party is so delayed or prevented. In no event, however, shall Lessee be excused from the payment of Total Monthly Charges or any other amounts due by Tenant to Lessor hereunder due to a Force Majeure event defined in this section or otherwise.

23. **MISCELLANEOUS.** This Agreement may not be amended, altered or modified except by a writing signed by both Lessor and Lessee. Failure of Lessor to enforce any term or condition of this Agreement shall not constitute waiver of any rights stipulated herein. If any provision of these terms and conditions is invalid, illegal or unenforceable, as determined by a court of competent jurisdiction, its application in any other circumstances and the remaining provisions of these terms and conditions are not affected thereby. All notices, requests, demands, consents, and other communications required or permitted to be given or made hereunder shall be in writing and shall be deemed to have been duly given and received, (i) if delivered by hand, the day it is so delivered, (ii) if mailed via the United States mail, certified first class mail, postage prepaid, return receipt requested, five business days after it is mailed, or (iii) if sent by a nationally recognized overnight courier, the business day after it is sent, to the party to whom the same is so given or made, at the address of such party as set forth on this Agreement, which address may be changed by like notice to the other party hereto duly given as set forth herein. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by electronic means (including with the use of electronic signatures) by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by electronic means as if the original had been received. All obligations of any party to this Agreement that are not fulfilled at the expiration or the termination of this Lease will survive such expiration or termination as continuing obligations of the party.

Supplemental Lease Terms and Conditions, Rev. 08-31-2022