

r 674869



**Williams Scotsman, Inc.**  
1000 Harrell Drive  
Robstown TX 78380

**Your WillScot Representative**  
Mallory Mcmenamin, Sales Representative  
**Phone:** 361-857-5460  
**Email:** mallory.mcmenamin@willscot.com  
**Toll Free:** 800-782-1500

Contract Number: 1475517

Revision: 4

Date: May 14, 2021

## Lease Agreement

**Lessee: 0010438741**  
City of Corpus Christi  
1201 Leopard Street  
Corpus Christi, Texas 78401

**Contact:**  
Phillip Aldrich  
1201 Leopard Street  
Corpus Christi, TX 78401  
Phone: 361-826-4482  
Email: philipa@cctexas.com

**Ship To Address:**  
Ayers Ext.  
CORPUS CHRISTI, TX 78415 US  
**Delivery Date (on or about): 08/06/2021**

Rental Pricing Per Billing Cycle	Quantity	Price	Extended	
60x48 Redi Plex (56x48 Box)	TX-R160101-310632	1	\$2,326.00	
Bas. Entrance-Steps T2		2	\$68.00 \$136.00	
Property Damage Waiver (11/12)		4	\$108.00 \$432.00	
ADA/IBC Ramp - 30' & less		1	\$251.00 \$251.00	
General Liability - Allen Insurance		1	\$40.00 \$40.00	
Bas. Cubicle Package T1		8	\$60.00 \$480.00	
Minimum Lease Billing Period: 24			Total Recurring Building Charges:	\$2,326.00
Billing Cycle: 28 Days			Subtotal of Other Recurring Charges:	\$1,339.00
			<b>Total Recurring Charges Per Billing Cycle:</b>	<b>\$3,665.00</b>

## Delivery & Installation

Ramp - Delivery & Installation	1	\$651.43	\$651.43
Cubicle Install	8	\$34.50	\$276.00
Delivery Freight	4	\$703.33	\$2,813.32
Block and Level	1	\$17,755.39	\$17,755.39
Vinyl skirting	208	\$9.23	\$1,919.84
<b>Total Delivery &amp; Installation Charges:</b>			<b>\$23,415.98</b>

## Final Return Charges\*

Skirting Removal - Vinyl LF	208	\$3.08	\$640.64
Ramp - Knockdown & Return	1	\$484.29	\$484.29
Cubicle Knock Down	8	\$34.50	\$276.00
Teardown	1	\$10,676.92	\$10,676.92
Return Freight	4	\$603.33	\$2,413.32
<b>Due On Final Invoice*:</b>			<b>\$14,491.17</b>

**Total Including Recurring Billing Charges, Delivery, Installation & Return\*\*:** \$125,867.15

## Comments

24 months with the option to extend three (3) additional twelve (12) month periods to include up to a five percent increase per additional negotiated period."

BF

Initial

## Summary of Charges

Model: RP6048	Quantity: 1	Total Charges for(1) Building(s): \$125,867.15
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### Insurance Requirements Addendum

QTY	PRODUCT	EQUIPMENT VALUE/BUILDING	DEDUCTIBLE PER UNIT
1	RP6048	\$110616.00	\$4000.00

#### Lessee: CITY OF CORPUS CHRISTI

Pursuant to the Williams Scotsman Lease Agreement and its Terms and Conditions ("Agreement"), a Lessee is obligated to provide insurance to Williams Scotsman, Inc. ("Lessor") with the following insurance coverage:

- Commercial General Liability Insurance:** policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence, naming the Lessor as Additional Insured and Loss Payee.
- Commercial Property Insurance:** covering all losses or damage, in an amount equal to 100% of the Equipment Value set forth in the Lease providing protection against perils included within the classification and special extended perils (all "risk" insurance), naming the Lessor as Additional Insured and Loss Payee.

By signing below, the Lessee agrees to the terms and conditions stated herein. All other general Terms and Conditions of the Agreement shall remain the same and in full force and effect. Each party is hereby authorized to accept and rely upon a facsimile or electronic signature of the other party on this Addendum. Any such signature shall be treated as an original signature for all purposes.

#### Commercial General Liability Insurance

Lessee elects to participate in the Commercial General Liability Insurance Program, whereby Lessee will receive insurance coverage through American Southern Insurance Company ("Insurer") and administered by Allen Insurance Group ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party liability policy that covers those amounts that Lessee is legally obligated to pay due to bodily insurance and property damage arising from the proper use and occupancy of Equipment leased from Williams Scotsman up to the policy limits. Coverage is subject to underwriting and specific terms and conditions set forth in the policy. An outline of cover is available upon request. By signing below, Lessee understands and agrees that the Lessor is not providing the insurance coverage and serves only as a billing agent for the Insurer and its Agent; and, accordingly, it assumes no liability therefore.

Signature of Lessee: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

#### Damage Waiver Program

Lessee elects to participate in the Lessor's Damage Waiver Program. Lessee understands and agrees that under this program, the Lessor waives, for a fee, Lessee's obligation to carry Commercial Property Insurance and Lessee's liability to Lessor for repair or replacement of the modular units leased from Williams Scotsman resulting from loss or damage as specified in the Lease Agreement. Lessee remains liable to Williams Scotsman for the amount of the damage deductible per unit of equipment noted above. Please refer to the Agreement for specific details on coverage, exclusions and restrictions on coverage. The Property Damage Waiver is not and shall not constitute a contract for insurance.

Signature of Lessee: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Please return this signed document with the signed lease agreement.**



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 1000 Harrell Drive  
 Robstown TX 78380

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 Mallory Mcmenamin, Sales Representative  
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**Clarifications**

**\*Final Return Charges are estimated and will be charged at Lessor's prevailing rate at time of return for any Lease Term greater than twelve (12) months. \*\*All prices exclude applicable taxes. All Lessees and Leases are subject to credit review.** In addition to the stated prices, customer shall pay any local, state or provincial, federal and/or personal property tax or fees related to the equipment identified above ("Equipment"), its value or its use. Lessee acknowledges that upon delivery of the Equipment, this Agreement may be updated with the actual serial number(s), delivery date(s), lock serial number(s), etc, if necessary and Lessee will be supplied a copy of the updated information. Prices exclude taxes, licenses, permit fees, utility connection charges, site preparation and permitting which is the sole responsibility of Lessee, unless otherwise expressly agreed by Lessor in writing. Lessee is responsible for locating and marking underground utilities prior to delivery and compliance with all applicable code requirements unless otherwise expressly agreed by the Lessor in writing. Price assumes a level site with clear access. Lessee must notify Lessor prior to delivery or return of any potentially hazardous conditions or other site conditions that may otherwise affect delivery, installation, dismantling or return of any Equipment. Failure to notify Lessor of such conditions will result in additional charges, as applicable. Physical Damage & Commercial Liability insurance coverage is required beginning on the date of delivery. Lessor is not responsible for changes required by code or building inspectors. **Pricing is valid for thirty (30) days.**

Please note the following important billing terms:

- In addition to the first billing period rental and initial charges, last billing period rent for building and other recurring rentals/services (excluding General Liability Insurance and Property Damage Waivers), will be billed on the initial invoice. Any amounts prepaid to Williams Scotsman will be credited on the final invoice.
- Invoices are due on receipt, with a twenty (20) day grace period. Interest will be applied to all past due amounts.
- Invoices are due on receipt, with a twenty (20) day grace period. Late fees will be applied to all past due amounts.
- Williams Scotsman preferred method of payment is ACH. ~~Payments made by check are subject to a Paper Check Fee, charged on the next invoice following payment by check.~~ Initial *BF*
- Williams Scotsman preferred method of invoicing is via electronic transmission. Customers are encouraged to provide an email address or use BillTrust. ~~Invoices sent standard mail are subject to a paper invoice fee, charged on the following invoice.~~ Initial *BF*

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor Modular Equipment and Value Added Products (as such items are defined in Lessor's General Terms & Conditions) selected by Lessee as set forth in this Agreement. All such items leased by the Lessee for purposes of this Lease shall be referred to collectively as the "Equipment". By its signature below, Lessee hereby acknowledges that it has read and agrees to be bound by the Lessor's General Terms & Conditions (5-4-21) located on Lessor's internet site (<https://www.willscot.com/About/terms-conditions>) in their entirety, which are incorporated herein by reference and agrees to lease the Equipment from Lessor subject to the terms therein. Although Lessor will provide Lessee with a copy of the General Terms & Conditions upon written request, Lessee should print copies of this Agreement and General Terms & Conditions for recordkeeping purposes. Each party is authorized to accept and rely upon a facsimile signature, digital, or electronic signatures of the other party on this Agreement. Any such signature will be treated as an original signature for all purposes and shall be fully binding. The undersigned represent that they have the express authority of the respective party they represent to enter into and execute this Agreement and bind the respective party thereby. Initial *BF*

9/1/19;  
 revised  
 (3/17/20)

**Invoicing Options (select one)**

**Paperless Invoicing Option**  
 Williams Scotsman prefers electronic invoicing, an efficient, convenient and environmentally friendly process. To avoid fees, provide us with the proper email address for your invoices

Corrected Email Address: \_\_\_\_\_

**Standard Mail Option**  
 Customer prefers to receive paper invoice via mail. Fees may apply. Invoices will be mailed to:

PO BOX 9277 CORPUS CHRISTI TX 78469

Enter a new billing address: \_\_\_\_\_

**Signatures**

<b>Lessee: City of Corpus Christi</b>	<b>Lessee: Williams Scotsman, Inc.</b>
Signature:	Signature: <i>Donna Finnelly</i> DocuSigned by: Donna Finnelly
Print Name:	Print Name: Donna Finnelly
Title:	Title: CONTRACTS ADMIN.
Date:	Date: 6/22/2021
PO#:	

**PLEASE RETURN SIGNED AGREEMENT TO:**

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
 Assistant City Attorney Date



**Williams Scotsman, Inc.**  
1000 Harrell Drive  
Robstown TX 78380

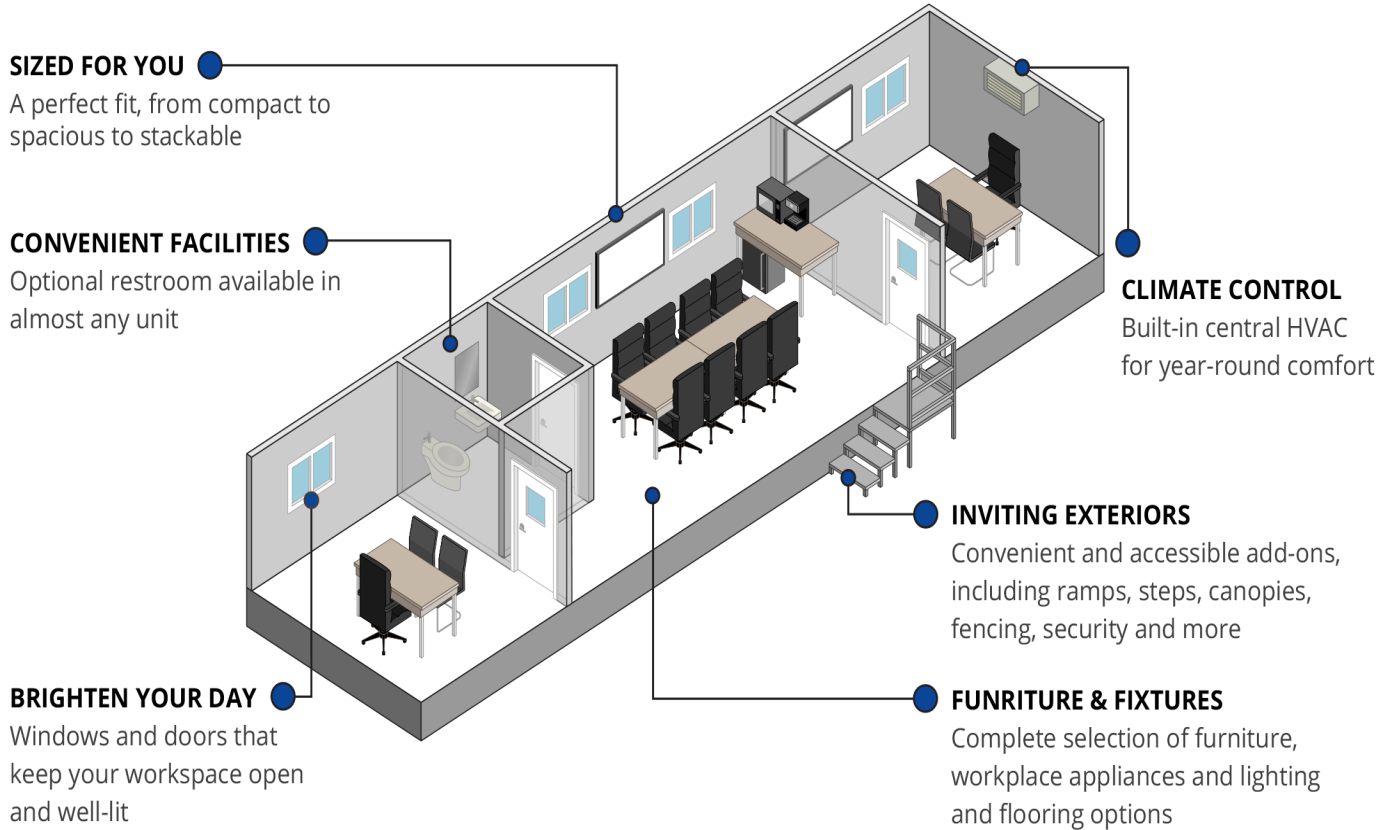
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**Toll Free:** 800-782-1500

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# WILLSCOT: THE FULLY STREAMLINED SPACE SOLUTION

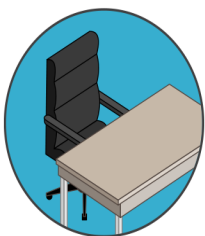
When it's time to be productive on a project, you need temporary space that's as ready as you are. Our modular solutions are complete to the last detail, so you can forget about building logistics and focus on the job at hand.

One call to WillScot and you're ready to work



## READY-TO-WORK OPTIONS

Our in-house selection of amenities not only outfits your space for comfort, security and productivity - it also eliminates extra work for you.



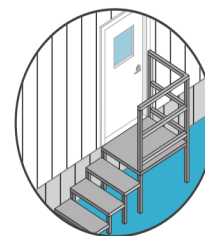
**FURNITURE**



**APPLIANCES**



**TECHNOLOGY**



**EXTERIORS**



**COVERAGE**

**WILLIAMS SCOTSMAN, INC. LEASE AGREEMENT TERMS & CONDITIONS (09/01/2019)****REVISED FOR CITY OF CORPUS CHRISTI – 3-17-2020**

1. All capitalized terms used and not otherwise defined herein, will have the meanings set forth in the Lease Agreement or other Addenda or Amendments thereto. As used in these terms and conditions, the following definitions shall apply:

“**Lease Agreement**” The “**Lease Agreement**” and these “**Lease Agreement Terms and Conditions**” along with any “**Addenda**” or “**Amendments**” thereto together comprise the “**Lease Agreement**” between the parties.

“**Modular Equipment**” shall mean the trailer(s) and/or relocatable, modular, and/or other prefabricated structure(s) supplied by Lessor.

“**Ancillary Products**” shall mean any and all other products or services which are selected by Lessee and provided by Lessor which are offered for rental with, included in, attached to, or appurtenant to the Modular Equipment, and set forth in this Lease Agreement.

“**Equipment**” shall collectively mean the Modular Equipment and the Ancillary Products provided to Lessee by Lessor under this Lease Agreement.

2. **True Lease.** The Lease Agreement is a true lease and not an agreement for sale; and the Equipment is movable, personal property of Lessor and not a fixture. Lessee shall not obtain any ownership interest in the Equipment.

3. **Commitment of Resources.** By signing this Lease Agreement, Lessee authorizes Lessor to proceed with the order for the Equipment, and agrees that Lessor may immediately begin incurring costs in preparing the Equipment for Lessee’s use. In the event Lessee terminates this Lease Agreement or wrongfully rejects Equipment prior to the commencement of the Minimum Lease Term, Lessee shall be responsible for the payment to Lessor of: a) the costs incurred by Lessor for labor, materials and work executed up to Lessor’s receipt of written notice of termination; b) storage related charges attributable to failed delivery.

4. **Delivery; Acceptance; Delay.** Within 48 hours of delivery, Lessee shall inspect the Equipment and notify Lessor in writing of any defects. Unless Lessor receives timely written notice from Lessee, Lessee is deemed to have accepted the Equipment. If delivery of the Equipment is delayed through no fault of Lessor for a period of more than thirty (30) days from the delivery date set forth in the Lease Agreement, Lessee shall pay Lessor a storage fee equal to 50% of the Total Rental Charges Per Month for each thirty (30) day period of delay, or portion thereof, until the Equipment is delivered, in addition to any other rent, charges and fees due. Any such storage fees shall not affect commencement of the Minimum Lease Term.

5. **Term of Lease; Extension.** The term of this Lease Agreement begins on the date of delivery of the Equipment and ends on the last day of the Minimum Lease Term or the Extension Period (“Term”). Lessee has no right to cancel or terminate this Lease prior to the Expiration of the Minimum Lease Term. Acceptance of Equipment returned to Lessor prior to expiration of the Minimum Lease Term or any Extension Period does not constitute a release of Lessee’s rental obligations. If Lessee nonetheless prematurely terminates this Lease, Lessee unconditionally agrees to pay a termination/cancellation fee equal to the remaining payments for the unfulfilled Minimum Lease Term, any applicable charges for services or modifications performed by Lessor to make the Equipment ready for Lessee’s use, and any applicable charges related to Ancillary Products, plus the Final Return Charges as estimated in the Lease Agreement. Lessee understands and agrees that Final Return Charges are estimates only and will be charged at Lessor’s prevailing rate at the time of return. At the end of the Minimum Lease Term or Extension Period, Lessee shall be responsible for any Final Return Charges including, but not limited to, dismantle and return freight charges charged at Lessor’s then prevailing rate. Lessor has the right to require Lessee to prepay the rental for the last month and return freight and knockdown charges. At the end of the Minimum Lease Term, this Lease Agreement is automatically extended on a month-to-month basis on the same terms and conditions until the Equipment is returned to Lessor (the “Extension Period”); except that Lessee’s rental rate shall be automatically adjusted to Lessor’s then prevailing renewal rental rate and Lessor can change or increase any other fee due under the Lease Agreement. After the end of the Minimum Term, either party can terminate this Lease Agreement on thirty (30) days written notice.

6. **Site Suitability; Inspection.** Lessee shall bear the sole responsibility for, and bear any costs necessary to prepare or remediate Lessee’s site to ensure its suitability and stability for placement of the Equipment. Please visit the Site Suitability Addendum to these Terms and Conditions at [www.willscot.com](http://www.willscot.com) for specific site suitability requirements. **LESSEE SHALL NOT STACK THE MODULAR EQUIPMENT UNLESS LESSOR HAS PROVIDED CONSENT TO SUCH STACKING IN WRITING.**

7. **Use; Maintenance; Condition.** Lessee shall use the Equipment solely for commercial business purposes and assumes all responsibility for any and all licenses, permits, certificates, clearances, consents, or approvals as may be required for Lessee’s lawful use, installation, operation, possession and occupancy of the Equipment and Lessee shall pay the cost and expenses and comply with all laws rules, regulations and orders of local, state, and federal governmental authorities. This is an absolute net lease. Lessee is solely responsible for routine maintenance, including without limitation janitorial services, pest control, changing of HVAC filters, light bulbs, and ballasts, cleaning (by qualified HVAC technicians only) the HVAC condenser and evaporator coils, refilling HVAC refrigerant, and removal of water, ice and snow from and about the Equipment. Lessee shall, at its sole cost, keep the Equipment clean, in good repair and safe operating condition at all times during the Term in accordance with the Williams Scotsman Service Guide, which Lessee acknowledges receipt. Lessee shall not make any changes in, or to the Equipment and shall not remove any identifying insignia affixed to the Equipment without Lessor’s consent. Lessee shall keep the Modular Equipment properly ventilated and shall not allow any condition to exist that allows standing water to accumulate in, on, or under the Equipment. Damage, deterioration, or contamination of the Equipment due to water exposure is not considered ordinary wear and tear. Lessee is solely responsible for damage due to settling, or caused by moisture or water. Lessor has the right to inspect the Equipment at any time upon reasonable notice, unless due to emergency. If Lessor believes the Equipment to be misused or neglected, Lessor may, with written notice, declare the Lease Agreement in default and repossess the Equipment at Lessee’s sole cost. Lessee assumes full responsibility for any Ancillary Products and/or other items missing from the Equipment upon return. Any special requirements with respect to the Equipment shall be handled on a case-by-case basis. Lessor makes no representations as to the Equipment’s compliance with the laws, codes, or requirements of any jurisdiction. Lessee agrees that the Equipment leased hereunder will not be occupied by any person other than Lessee, its agents, employees, or invitees and will not be used for residential or dormitory purposes. **[For Equipment delivered in California: PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1938 LESSEE IS HEREBY NOTIFIED THAT THE EQUIPMENT LEASED HEREUNDER HAS NOT UNDERGONE AN INSPECTION BY A CERTIFIED ACCESS SPECIALIST (CASP).]**

8. **Ancillary Products.** Lessee understands that some Ancillary Products originate from third-party suppliers. If Ancillary Products are leased, Lessee’s sole remedies for defects arising during the lease term shall be against the manufacturer thereof, pursuant to the terms of the manufacturer’s written warranty, if any. Lessee acknowledges and is fully aware of the potential hazards in using the Ancillary Products, and agrees to assume all risk. **WILLIAMS SCOTSMAN DOES NOT OFFER ANY EXPRESS WARRANTY ON ANCILLARY PRODUCTS AND DISCLAIMS ANY IMPLIED WARRANTIES ON ANCILLARY PRODUCTS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. **Hazardous Materials.** Lessee shall not have present, any Hazardous Materials, as such term is defined under the law of any jurisdiction, in, on, under, or near the Equipment, unless Lessor shall have first consented in writing to such presence of Hazardous Materials, in which case Lessee shall be solely responsible for handling and disposing of such Hazardous Materials in accordance with applicable law. Lessee shall bear the cost for any necessary testing, inspection, or decontamination of the Equipment determined to be necessary by Lessor. If the Equipment cannot be decontaminated, the Equipment shall be deemed a Total Loss and Lessee assumes full responsibility for the Equipment including the disposal thereof, and shall pay Lessor the Equipment Value as set forth on the Lease Order Agreement plus all applicable Taxes and Fees in accordance with Section 14 herein.

10. **Rent; Fees; Taxes; Late Charges.** Rent for the Equipment begins to accrue upon delivery of the Equipment (the “Delivery Date”). Lessee shall pay Lessor, in advance, monthly rent for the Equipment on the due date at the Rate Per Month stated in this Lease Agreement during the Minimum Lease Term, and at the Rate Per Month established by Lessor during the Extension Period. Provided Lessee gives to Lessor a valid tax exemption certificate, Lessee shall be solely liable for any and all (i) sales and use, gross receipts, transaction privilege, value added, goods and services, and similar taxes (“Sales Taxes”), (ii) ad valorem, real property, and personal property taxes (“Property Taxes”), and (iii)

related third-party fees and expenses ("Fees") (the items set forth in clauses (i), (ii), and (iii), hereinafter referred to as "Taxes and Fees"). Lessee shall pay, or shall reimburse, Lessor for any Taxes and Fees related to the Equipment, and its value, use, or operation or levied against or based upon the amounts paid or to be paid under this Lease Agreement. **ANY AMOUNTS NOT PAID WITHIN THIRTY (30) DAYS OF THE DUE DATE SET FORTH ON THE INVOICE SHALL BE SUBJECT TO AN INTEREST CHARGE OF 1½% PER MONTH, OR THE MAXIMUM AMOUNT PERMITTED BY LAW, OF THE AMOUNT IN ARREARS FOR THE PERIOD SUCH AMOUNT REMAINS UNPAID, PLUS AN ADMINISTRATIVE LATE CHARGE OF \$35.00 PER MONTH FOR EACH MONTH THE INVOICE REMAINS UNPAID.** Lessor may apply any payment from Lessee against any obligation due and owing by Lessee under this Lease Agreement. Lessor may accept any payment irrespective of endorsement and deposit same without prejudice to its right to recover the balance. Lessee's obligation, without prior notice or demand, to pay rent and all other amounts due hereunder shall be unconditional and not subject to any set off or reduction for any reason whatsoever. Invoices are issued solely for Lessee's convenience. ELECTRONIC BILLING IS THE LESSOR'S PREFERRED BILLING METHOD. LESSEE SHALL PROVIDE A VALID ELECTRONIC MAIL ADDRESS FOR RECEIVING INVOICES. LESSOR'S PREFERRED PAYMENT METHOD IS ACH.

**11. No Liens.** Lessee shall keep the Equipment free and clear of any and all claims, liens, security interests, encumbrances, or attachments.

**12. INTENTIONALLY OMMITTED**

**13. Loss; Damage.** Lessee assumes the risk of all loss and damage to the Equipment from all causes. Upon the occurrence of the total loss of any or all of the Equipment, to such an extent as to make the repair thereof uneconomical (in Lessor's sole opinion), Lessor shall declare the relevant Equipment a "Total Loss". In the event of a Total Loss of the Modular Equipment, Lessee shall pay Lessor on the next date for the payment of rent: the rent then due; plus the value of the Modular Equipment (the "Equipment Value") as stipulated in the Lease Agreement; plus the value of all destroyed Ancillary Products; less all insurance proceeds actually paid and/or assigned to Lessor from insurance maintained by Lessee; plus all applicable Taxes and Fees and/or transfer taxes (together the "Total Loss Amount"). Upon Lessor's receipt of the Total Loss Amount, Lessee's lease obligation will terminate and Lessor will transfer available ownership documents to the Modular Equipment to Lessee, unless Lessor agrees in writing to dispose of the Modular Equipment and any destroyed Ancillary Products at Lessee's sole cost and expense. In the event of loss or damage to any or all of the Equipment that does not constitute a Total Loss, Lessee, at its sole cost and expense, shall pay or reimburse Lessor, to the extent Lessor has not been paid or reimbursed from insurance maintained by Lessee, for the repair of such damage as directed by Lessor to the condition required by this Lease Agreement. Any loss or damage to any or all of the Equipment shall not reduce or otherwise abate Lessee's obligation to pay all rental payments when due.

**14. Insurance.** Lessee's responsibility for the Equipment begins immediately upon delivery. Unless Lessee has elected in writing to participate in Lessor's Property Damage Waiver Program and/or Commercial General Liability Program and pays the required additional fees, Lessee shall carry during the entire Minimum Lease Term and Extension Period liability and property insurance as follows: (A) General Liability Insurance: A policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence. (B) Property Insurance: A policy of insurance covering all loss or damage to the Equipment, including flood and earthquake, for not less than 100% of the Equipment Value and the Ancillary Products value as established by Lessor for the full term of the Lease Agreement. (C) General. (1) Lessee's insurance for the Equipment shall be issued by insurance companies satisfactory to Lessor. Such insurance shall be primary, and any other coverage carried by the Lessor shall be excess and non-contributory. Within ten (10) days after the delivery of the Modular Equipment, Lessee shall provide Lessor with evidence of the required insurance and naming Lessor as Additional Insured and Loss Payee. The evidence of insurance must provide Lessor with thirty (30) days prior written notice of any cancellation or termination. Any proceeds of such insurance shall be paid to Lessor and shall be applied to the replacement of the Equipment, or payment of monies due under this Lease Agreement, at the option of Lessor. Lessee shall comply with all requirements of the insurance underwriters or any governmental authority. (2) Lessee shall pay a Missing or Expired Evidence fee for each month that Lessee fails to timely provide the required evidence of insurance for property coverage or for liability coverage. Such fees shall be calculated by Lessor at its then-prevailing rate(s). Payment of Missing or Expired Evidence fees shall not provide Lessee with any insurance coverage, nor excuse Lessee from performing its obligations under Sections 12 & 13.

**15. Defaults; Remedies.** Each of the following shall constitute an "Event of Default": (1) failure to make any payment within ten (10) days after its due date; (2) failure to perform any other term of this Lease Agreement; (3) abandonment of the Equipment; (4) material misrepresentation or false statement of fact by Lessee; or (5) default under any other agreement with Williams Scotsman. (B) Upon the occurrence of an Event of Default, Lessor may declare this Lease Agreement to be in default, and thereafter may exercise any of the following remedies: (1) Declare immediately due and payable the rent for the Minimum Lease Term and any Extension Period thereof, together with all other unpaid rent, fees, taxes, and charges (including but not limited to delay/storage fees and/or termination charges under this Lease Agreement and/or any other agreement with Williams Scotsman); (2) Repossess and/or retain any or all of the Equipment free of all rights and claims of Lessee without notice, without legal process or judicial intervention, and without releasing Lessee of any term, covenant or condition provided herein and Lessee grants Lessor access and permission to enter the property on which the Equipment is located to remove the Equipment and Lessor shall have the right to remove any locks on the Equipment; (3) Sell or dispose of any of the Equipment, whether or not in Lessor's possession, in a commercially reasonable manner and apply the net proceeds of such disposition, after deducting all costs, to the obligations of Lessee with Lessee remaining liable for any deficiency; (4) Terminate this Lease Agreement and/or any other agreement with Lessor; and/or (5) Exercise any other remedy available to Lessor at law. Lessor's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or a waiver of any term or condition of this Lease 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. If Lessor repossesses the Equipment, and the Equipment contains any property owned or possessed by Lessee, Lessor shall inform Lessee and provide a 10 day notice to remove such property. Upon expiration of such period, Lessee authorizes Lessor to take possession and remove and dispose of such property and Lessee shall have no claim against Lessor for such property.

**16. Return of Equipment; Termination of Lease.** At the end of the Minimum Lease Term or any Extension Period, Lessee shall take all actions necessary to make the Equipment available to Lessor for recovery using Lessor's standard equipment and process, including without limitation removing all personal property of Lessee, leaving any Ancillary Products in the Equipment, opening/unlocking any enclosure, and providing full access to the site and Equipment. Lessee shall bear all additional charges incurred as a result of any impediment to Lessor's recovery of the Equipment. Lessee shall provide Lessor with at least thirty (30) days advance written notice of the return of the Equipment. In the event Lessee does not provide thirty (30) days advance written notice of the return of the Equipment and such earlier pick-up of the Equipment is requested by Lessee (and can be effected by Lessor), Lessee shall reimburse Lessor for any related costs associated with the immediate pick-up of the Equipment. The Equipment shall be returned to Lessor in the same condition as delivered to Lessee, reasonable ordinary wear and tear excepted. Termination will become effective only when the Equipment has been returned to Lessor as herein provided and Lessee has paid Lessor all unpaid rental and other charges applicable to the Equipment. Lessee hereby consents to entry by Lessor or its designees upon the premises where the Equipment may be located for return or repossession of the Equipment. Lessor shall not be responsible for site restoration, including without limitation restoration of plants or landscaping. Lessor shall not be liable for any damage to any personal property left in or on the Equipment or for keeping or storing any personal property of Lessee left in or on the Equipment. Such property will be deemed abandoned by Lessee. Any accessories and additions to the returned Equipment shall be deemed to be part of the Equipment and the property of Lessor. Notwithstanding anything to the contrary herein, Lessee shall reimburse Lessor for any and all costs incurred related to the return of the Equipment and in repairing cleaning, or otherwise restoring the Equipment to its condition when delivered in accordance with Lessor's standard rates.

**17. Limited Warranty.** For as long as Lessee timely makes all payments due hereunder, Lessor warrants throughout the Term that it will repair structural or mechanical defects in the Equipment (excluding HVAC filters, fire extinguishers, fuses/breakers, light bulbs, or other ordinary course repairs or maintenance), provided that Lessee notifies Lessor in writing of any defects, malfunctions, or leaks within two (2) business days of the occurrence thereof. In any event, the liability of Lessor shall be limited solely to the repairing of defects in the Equipment. Lessor shall have no liability for the repair of any defect or condition resulting from Lessee's relocation of the Equipment, utilities connection, alteration of the Equipment, use of the Equipment for a purpose for which it was not intended, vandalism, misuse of the Equipment, excessive wear and tear, failure to properly maintain the HVAC system and/or failure to provide timely notice to Lessor. The repair of the Equipment by Lessor due to a defect or condition resulting from any of the preceding causes shall result in additional charges to Lessee. **EXCEPT AS SPECIFICALLY PROVIDED HEREIN, LESSOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE EQUIPMENT AND ANY MAINTENANCE OR REPAIR WORK PERFORMED BY LESSOR INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE**

**GENERALITY OF THE FOREGOING, THERE ARE NO CONDITIONS, COVENANTS, AGREEMENTS, REPRESENTATIONS, WARRANTIES OR OTHER PROVISIONS, EXPRESS OR IMPLIED, COLLATERAL, STATUTORY OR OTHERWISE, RELATING TO THE SUBJECT MATTER HEREOF EXCEPT AS PROVIDED HEREIN OR UNLESS EXPRESSLY CONSENTED TO IN WRITING BY BOTH LESSOR AND LESSEE.**

**18. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, LESSOR SHALL HAVE NO LIABILITY LIQUIDATED, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, COSTS, OR EXPENSES, INCLUDING WITHOUT LIMITATION LOST USE, PROFITS, OR BUSINESS OPPORTUNITIES, ARISING FROM THIS LEASE AGREEMENT, THE EQUIPMENT, THE WRITTEN WARRANTY, OR ANY OTHER CAUSE OR FACTOR.**

**19. Miscellaneous.** (a) Time is of the essence with respect to this Lease Agreement. (b) This Lease Agreement, when signed by both parties, constitutes the entire agreement between the parties, superseding and replacing all prior documents and representations with respect to the subject matter hereof. It may only be amended by a document signed by both parties. The terms of any documents submitted by Lessee are superseded and replaced in their entirety by the terms and conditions of this Lease Agreement and shall have no binding effect upon Lessor, its agents, and its employees. Acknowledgement by Lessor of any Lessee documents shall be only for Lessee's billing purposes only. (c) Lessee shall not assign this Lease Agreement or sublet the Equipment without the prior written consent of Lessor. This Lease 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. Lessor reserves the right to charge Lessee and Lessee agrees to promptly pay for any Equipment, material or labor furnished by Lessor which is not described in this Lease Agreement and/or in the Williams Scotsman Proposal, if applicable ("Extra Work"); (d) If any provision of this Lease Agreement is deemed unenforceable for any reason, then such provision shall be deemed stricken and shall not affect the enforceability of any of its other provisions. (e) The obligations of Lessee under Sections 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, and 19 which accrue upon execution of this Lease Agreement, shall survive the termination of this Lease Agreement. (f) If Lessee fails to perform any of its obligations hereunder, Lessor shall have the right to substitute performance; Failure of Lessor to exercise any right or remedy herein, or the waiver by Lessor of any breach, shall not be construed as thereafter waiving any such terms, covenants, conditions, rights, or remedies. (g) Lessor shall not be responsible for delays beyond its control. (h) The delivery, installation, takedown, return and/or any work related to the Equipment as agreed to by Lessor and Lessee in the Lease Agreement or any amendment thereto will be performed by Lessor using its standard workforce and labor rates unless otherwise agreed to in writing by Lessor prior to the placement of the order for the Equipment. Lessee agrees that Lessor may use Lessor subcontracted workers for the performance of any work. (i) Lessee irrevocably appoints Lessor or its agents or assigns as Lessee's attorney-in-fact to execute any UCC financing statements, documents, checks, and drafts related to the payment of any loss, damage, or defense under policies of insurance required by this Lease Agreement. (j) this Lease Agreement shall be governed by and interpreted under Texas law. All legal actions arising out of or related to this Lease Agreement shall be filed and conducted exclusively in a state or federal court in Texas. Lessor hereby reserves its common law right of offset. **LESSEE HEREBY WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY OF ANY CLAIM ARISING IN CONNECTION WITH THIS LEASE AGREEMENT.** (l) Each party is hereby authorized to accept and rely upon a facsimile signature or electronic signature of the other party on this Lease Agreement or any Amendment hereto, or on counterpart copies of the foregoing documents. Any such signature shall be treated as an original signature for all purposes. (m) Each party is hereby authorized to accept and rely upon documents in paper or electronic format. (n) Lessor may amend these terms and conditions from time-to-time and such amended terms shall be effective thirty (30) days after notice is provided to Lessee. If Lessee does not object in writing to such amended terms before their effective date, such terms shall be deemed to take precedence.

**20. Non-Appropriation Event:** The continuation of this Agreement after the close of any fiscal year of the Lessee, which fiscal year ends on September 30<sup>th</sup> annually, is subject to Appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the Lessee's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget./coo/3/17/2020