

Williams Scotsman inc 2829 S Chestnut Avenue FRESNO CA 93725

Toll Free: 800-782-1500

Your Sales Representative

Ben Hostetler Phone: (559) 653-8054

Quantity

Email:

benjamin.hostetler@willscot.com

Agreement Number:

Q-1389674 **Revision: 2 Date:** 5/18/2023

Expiration Date: 6/16/2023

Extended

Lease Agreement

Lessee:0010537791 CITY OF MERCED 678 W 18th ST Merced, CA 95340

Rental Pricing Per Billing Cycle

Contact:

Joe Cardoso 678 West 18th Street Merced, CA 95340, US Phone: 2093887508

Email: cardosoj@cityofmerced.org

Ship To Address:

Stephen Leonard Park Merced, CA 95341, US

Estimated Delivery Date :5/24/2023

Price

64x24 Modular (60x24 Box)	1	\$ 2,417.00	\$ 2,417.00
Loss Damage Waiver (11/12)	2	\$ 159.00	\$ 318.00
PERSONAL PROPERTY EXPENSE	1	\$ 101.51	\$ 101.51
General Liability Insurance	1	\$ 26.40	\$ 26.40
Restroom - Standard	2	\$ 200.00	\$ 400.00
ADA/IBC Switchback Ramp - 36ft & Larger	1	\$ 620.00	\$ 620.00
Premium 4-Office/1-Conf. Package	1	\$ 900.00	\$ 900.00
Window/Door Security Bundle - 40ft & Greater	1	\$ 90.00	\$ 90.00
Data Hub - Rental	2	\$ 141.12	\$ 282.24
Prof. Entrance - Steps w/ Canopy	1	\$ 153.12	\$ 153.12
Minimum Lease Billing Period: 10	Total Recurring B	Building Charges:	\$ 2,417.00
	Subtotal of Other Re-	curring Charges:	\$ 2,891.27
	Total Recurring Charges Per Billing Cycle:		\$ 5,308.27
	Total Recurring Charges Per Billing Cycle Including E	stimated Taxes:	\$ 5,746.21
Estimated Delivery And Installation			
	-		
Estimated Delivery And Installation Ramp - Knockdown & Return	1	\$ 1,300.00	\$ 1,300.00
<u> </u>	1 2	\$ 1,300.00 \$ 1,203.00	
Ramp - Knockdown & Return		• *	\$ 2,406.00
Ramp - Knockdown & Return Return - 12' wide	2	\$ 1,203.00	\$ 2,406.00 \$ 1,677.18
Ramp - Knockdown & Return Return - 12' wide Essentials Material Handling	2	\$ 1,203.00 \$ 1,677.18	\$ 2,406.00 \$ 1,677.18 \$ 4,182.00
Ramp - Knockdown & Return Return - 12' wide Essentials Material Handling Standard Complex Setup and Anchor	2 1 1	\$ 1,203.00 \$ 1,677.18 \$ 4,182.00	\$ 2,406.00 \$ 1,677.18 \$ 4,182.00 \$ 818.00
Ramp - Knockdown & Return Return - 12' wide Essentials Material Handling Standard Complex Setup and Anchor Standard Complex Skirting Removal	2 1 1 1	\$ 1,203.00 \$ 1,677.18 \$ 4,182.00 \$ 818.00	\$ 2,406.00 \$ 1,677.18 \$ 4,182.00 \$ 818.00 \$ 3,270.00
Ramp - Knockdown & Return Return - 12' wide Essentials Material Handling Standard Complex Setup and Anchor Standard Complex Skirting Removal Standard Complex Wood Skirting	2 1 1 1 1	\$ 1,203.00 \$ 1,677.18 \$ 4,182.00 \$ 818.00 \$ 3,270.00	\$ 2,406.00 \$ 1,677.18 \$ 4,182.00 \$ 818.00 \$ 3,270.00 \$ 2,509.00
Ramp - Knockdown & Return Return - 12' wide Essentials Material Handling Standard Complex Setup and Anchor Standard Complex Skirting Removal Standard Complex Wood Skirting Standard Complex Knockdown	2 1 1 1 1 1	\$ 1,203.00 \$ 1,677.18 \$ 4,182.00 \$ 818.00 \$ 3,270.00 \$ 2,509.00	\$ 2,406.00 \$ 1,677.18 \$ 4,182.00 \$ 818.00 \$ 3,270.00 \$ 2,509.00 \$ 200.00
Ramp - Knockdown & Return Return - 12' wide Essentials Material Handling Standard Complex Setup and Anchor Standard Complex Skirting Removal Standard Complex Wood Skirting Standard Complex Knockdown CA Transport Delivery Fee	2 1 1 1 1 1 1	\$ 1,203.00 \$ 1,677.18 \$ 4,182.00 \$ 818.00 \$ 3,270.00 \$ 2,509.00 \$ 200.00	\$ 2,406.00 \$ 1,677.18 \$ 4,182.00 \$ 818.00 \$ 3,270.00 \$ 2,509.00 \$ 200.00 \$ 1.00
Ramp - Knockdown & Return Return - 12' wide Essentials Material Handling Standard Complex Setup and Anchor Standard Complex Skirting Removal Standard Complex Wood Skirting Standard Complex Knockdown CA Transport Delivery Fee Hitch removal	2 1 1 1 1 1 1	\$ 1,203.00 \$ 1,677.18 \$ 4,182.00 \$ 818.00 \$ 3,270.00 \$ 2,509.00 \$ 200.00 \$ 1.00	\$ 2,406.00 \$ 1,677.18 \$ 4,182.00 \$ 818.00 \$ 3,270.00 \$ 2,509.00 \$ 200.00 \$ 1.00 \$ 649.62
Ramp - Knockdown & Return Return - 12' wide Essentials Material Handling Standard Complex Setup and Anchor Standard Complex Skirting Removal Standard Complex Wood Skirting Standard Complex Knockdown CA Transport Delivery Fee Hitch removal Fuel Surcharge Delivery	2 1 1 1 1 1 1 1 1 2	\$ 1,203.00 \$ 1,677.18 \$ 4,182.00 \$ 818.00 \$ 3,270.00 \$ 2,509.00 \$ 200.00 \$ 1.00 \$ 324.81	\$ 2,406.00 \$ 1,677.18 \$ 4,182.00 \$ 818.00 \$ 3,270.00 \$ 2,509.00 \$ 200.00 \$ 1.00 \$ 649.62 \$ 649.62
Ramp - Knockdown & Return Return - 12' wide Essentials Material Handling Standard Complex Setup and Anchor Standard Complex Skirting Removal Standard Complex Wood Skirting Standard Complex Knockdown CA Transport Delivery Fee Hitch removal Fuel Surcharge Delivery Fuel Surcharge Return	2 1 1 1 1 1 1 1 1 2 2	\$ 1,203.00 \$ 1,677.18 \$ 4,182.00 \$ 818.00 \$ 3,270.00 \$ 2,509.00 \$ 200.00 \$ 1.00 \$ 324.81 \$ 324.81	\$ 2,406.00 \$ 1,677.18 \$ 4,182.00 \$ 818.00 \$ 3,270.00 \$ 2,509.00 \$ 200.00 \$ 1.00 \$ 649.62 \$ 1,300.00
Ramp - Knockdown & Return Return - 12' wide Essentials Material Handling Standard Complex Setup and Anchor Standard Complex Skirting Removal Standard Complex Wood Skirting Standard Complex Knockdown CA Transport Delivery Fee Hitch removal Fuel Surcharge Delivery Fuel Surcharge Return Ramp - Delivery & Installation	2 1 1 1 1 1 1 1 2 2	\$ 1,203.00 \$ 1,677.18 \$ 4,182.00 \$ 818.00 \$ 3,270.00 \$ 2,509.00 \$ 200.00 \$ 1.00 \$ 324.81 \$ 324.81 \$ 1,300.00 \$ 1,203.00	\$ 1,300.00 \$ 2,406.00 \$ 1,677.18 \$ 4,182.00 \$ 818.00 \$ 3,270.00 \$ 2,509.00 \$ 1.00 \$ 649.62 \$ 649.62 \$ 1,300.00 \$ 2,406.00

CA Transport Return Fee 1 \$ 200.00 \$ 200.00



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Estimated Final Return Charges*					•	
Hitch installation				1	\$ 1.00	\$ 1.00
				Due	e On Final Invoice*:	\$ 201.00
			Due On Final Invo	ice Including	Estimated Taxes*:	\$ 217.58
	Tota	al Including Recu	ırring Billing Charge	es, Delivery, I	Installation and Return**:	\$ 74,652.12
Total Includ	ing Recurring Billing	g Charges, Deliv	ery, Installation and	l Return Inclu	uding Estimated Taxes**:	\$ 80,811.00
Coomo Of Worls						
Scope Of Work						
Summary of Charges						
•		Quantity: 1			Total Charges for (1) Building	(s): \$ 74,652.12
Summary of Charges		Quantity: 1	Total C	harges for (1) B	Total Charges for (1) Building suilding(s) Including Estimated T	• • •
Summary of Charges	venience, we also re	,			suilding(s) Including Estimated T	• • •
Summary of Charges Model: 64x24 Modular (60x24 Box)	SSEE/CUSTOMER IDED TO THIS CONT	ecommend the for HEREBY ACKNOTICACT AND AGE	Ollowing items (not in DWLEDGES AND CORRES TO PAY THE A	ncluded in th	uilding(s) Including Estimated T nis Agreement) AT IT HAS SELECTED THE	ax: \$80,811.00



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Insurance Requirements Addendum			
QTY	PRODUCT	EQUIPMENT VALUE/BUILDING	DEDUCTIBLE PER UNIT
1	64x24 Modular (60x24 Box)		\$0.00
Lessee:	CITY OF MERCED		

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:

- 1. **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.
- 2. **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.

General Liability Insurance Program

Lessee elects to participate in the 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					
a fee, Lessee's obligation to carry Comm from Williams Scotsman resulting from lo of the damage deductible per unit of equ	ercial Property Insurance and Lessee's liability to L ss or damage as specified in the Lease Agreemen	and agrees that under this program, the Lessor waives, for Lessor for repair or replacement of the modular units leased t. Lessee remains liable to Williams Scotsman for the amo t for specific details on coverage, exclusions and restriction Larance.	d unt		
Signature of Lessee:	Print Name:	Date:			

Please return this signed document with the signed lease agreement.



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Clarifications

*Final Return Charges are estimated and will be charged at Lessor's prevailing rate at time of return. **All prices include estimated taxes if applicable. 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. *LESSEE EXEMPT
- Williams Scotsman preferred method of invoicing is via electronic transmission. Customers are encouraged to provide an email address or use MMConnect. Invoices sent standard mail are subject to a paper invoice fee, charged on the following invoice. *LESSEE EXEMPT

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 (6-3-22) 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.

Invoicing Options (select one)			
[] Paperless Invoicing Option	[] Standard Mail 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.	Customer prefers to receive paper invoice via mail. Fees may apply. Invoices will be mailed to:		
FF	678 W 18th ST		
	Merced, CA, 95340, US		
Corrected Email Address:	Enter a new billing address:		



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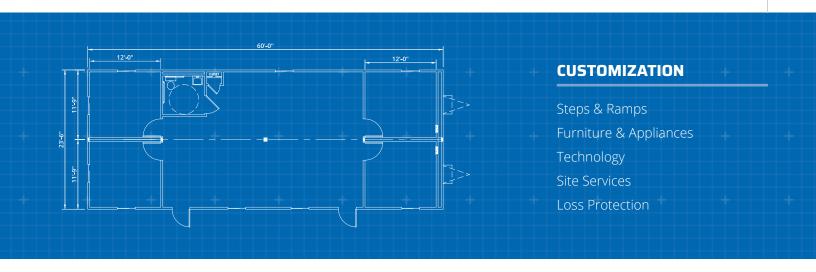
Signatures		
Lessee: CITY OF MERCED	Lessor: Williams Scotsman inc	
Signature:	Signature:	
Print Name:	Print Name:	
Title:	Title:	
Date:	Date:	
PO#:		



64' x 24' SECTION MODULAR



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



Dimensions

64' Long (including hitch)

60' Box size

24' Wide

8' Ceiling height

Other double-wide sizes are available

Heating/Cooling

Central HVAC

Exterior Finish

Aluminum or wood siding
I-Beam Frame

Standard drip rail gutters

Windows/Doors

Horizontal slider windows

(2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

Interior Finish

Paneled walls

Carpet or vinyl tile floor

Gypsum Ceiling

Private office(s)

Other

Optional restroom

Electric

Fluorescent ceiling lights
Single phase electric and
breaker panel

^{*} Photos are representational; actual products vary.

Additional floor plans and specifications may vary from
those shown and are subject to in-stock availability