



Mobile Modular Portable Storage
 2606 Frederick Road
 Sulphur, LA 70663
 Phone: 713-378-8555
 Fax: 866-431-3255
 www.mobilemodularcontainers.com

Container Lease Agreement

Contract Number: 510751
 Lessee PO/Ref:
 Date of Agreement: 03/06/2023
Lease Term: 24 Months

Lessee Name and Address	Site Location	Lessor Name
Jefferson Parish Kenner, LA Donna Evans dmevans@jeffparish.net Phone: (504) 364-2691	Jefferson Parish Louis Armstrong Airport Kenner, LA	Questions? Contact: Chad.Andrus@mobilemodularcontainers.com Direct Phone: 832-462-6870

Product Information ("Equipment")	Qty	Purchase Price	Extended Purchase Price	Taxable
8x40 Storage-Rent	4	\$152.00	\$608.00	N
Damage Waiver	4	\$18.20	\$72.80	N
8x20 Storage-Rent	2	\$132.00	\$264.00	N
Damage Waiver	2	\$15.80	\$31.60	N
8x20 Office-Rent	1	\$416.00	\$416.00	N
Damage Waiver	1	\$49.90	\$49.90	N
Ramp-Rent	1	\$50.00	\$50.00	N
			Sub Total	
			\$ 1,492.30	

Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
8x40 Storage-Rent				
Shackle Style Lock	4	\$40.00	\$160.00	N
Delivery Haulage	4	\$1,600.00	\$6,400.00	N
Return Haulage	4	\$1,600.00	\$6,400.00	N
8x20 Storage-Rent				
Shackle Style Lock	2	\$40.00	\$80.00	N
Delivery Haulage	2	\$800.00	\$1,600.00	N
Return Haulage	2	\$800.00	\$1,600.00	N
8x20 Office-Rent				
Lock-Sale	1	\$60.00	\$60.00	N
Delivery Haulage	1	\$1,600.00	\$1,600.00	N
Return Haulage	1	\$1,600.00	\$1,600.00	N
			Sub Total	
			\$ 19,500.00	

Total Estimated Charges	
Subtotal of Monthly Rent	\$1,492.30
Personal Property Expense	\$45.00
Taxes on Monthly Charges	\$0.00
Total Monthly Charges (including tax)	\$1,537.30
Total One Time Charges (including tax)	\$19,500.00
Total Initial Invoice	\$21,037.30

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Damage and Destruction Waiver

This Damage and Destruction Waiver is an agreement between **Jefferson Parish** ("Lessee") and Mobile Modular Portable Storage, a division of McGrath RentCorp ("Lessor"), dated as of **03/06/2023** (the "Waiver").

Lessee and Lessor agree as follows:

Section 1. Defined Terms

All terms that are capitalized in this Waiver shall have the meanings ascribed to such terms in the Container Lease Agreement unless otherwise defined in this Waiver.

Section 2. Modification to Container Lease Terms

This Waiver relates to and modifies certain provisions of the Container Lease Agreement (the "Container Lease") under which Lessee is renting certain containers from Lessor (the "Equipment").

Section 3. Waiver

(a) For and in consideration of the payment of a fee described in Section 4 of this Waiver (the "Waiver Fee"), and subject to payment of any applicable deductible as required in Section 5 of this Waiver, and the limitations on coverage in Section 6 of this Waiver, (i) Lessee is relieved of any obligation or liability for any loss or damage to the Equipment as required by Section 7 of Exhibit A to the Container Lease, in the event of loss or damage to the Equipment by any of the causes in Section 3(b) and (ii) Lessee is relieved from the duty to maintain certain insurance insuring for loss, damage or destruction of the Equipment ("Property Insurance") as required by Section 8 of Exhibit A to the Container Lease. (b) Subject to the provisions of Section 3(a), this Waiver relieves Lessee of any obligation or liability for loss or damage to the Equipment in the event the Equipment is damaged by any of the following causes:

- (i) Fire and smoke damage
- (ii) Lightning
- (iii) Windstorm/Tornado
- (iv) Flood
- (v) Hail
- (vi) Earthquake
- (vii) Explosions
- (viii) Collision with a vehicle

Section 4. Waiver Fee

(a) The Waiver Fee shall be \$ **154.30** payable monthly during each month of the Container Lease. Customer initials: _____

(b) This Waiver is effective upon payment of the Waiver Fee.

(c) The failure to make payment of the Waiver Fee each month shall cause this Waiver to be terminated immediately as of the date that such Waiver Fee was payable without further action or notice by Lessor ("Waiver Termination").

(d) In the event of a Waiver Termination, the obligations of Lessee pursuant to Sections 7 and 8 of Exhibit A to the Container Lease shall be immediately reinstated and applicable. Within five (5) days of such reinstatement of Section 8 of Exhibit A to the Container Lease, Lessee shall provide proof of Property Insurance in which Lessee is named as an additional insured.

Section 5. Deductible

The deductible on any damage to the Equipment is \$1,000.00 per occurrence ("Deductible"). Provided that the cause of the damage to the Equipment results from a cause listed in Section 3(b) of the Waiver, Lessee shall not be liable for damage to the Equipment beyond the Deductible.

Section 6. Limitations on Coverage

Notwithstanding the coverage enumerated in Section 3 of this Waiver, Lessee shall be liable for loss or damage to the Equipment as follows:

- (a) damage caused by the gross negligence or intentional acts of Lessee or its agents and employees;
- (b) damage to Equipment that is located within 15 miles of a large body of water, including but not limited to oceans, gulfs and bays, where such damage is due to windstorms and floods therefrom, including but not limited to hurricanes and tornadoes;
- (c) damage to Equipment caused by a windstorm, not including a tornado, resulting from Lessee failing to secure or tie down the Equipment as recommended by Lessor;
- (d) damage to stored contents or any real or personal property attached to or adjacent to the Equipment;
- (e) theft or disappearance of the Equipment;

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- (f) damages to the Equipment from Lessee's failure to limit or mitigate the continuation of damage to the Equipment;
- (g) liability for death or injury to any person;
- (h) damages for Lessee's unauthorized improvements or modifications or additions to the Equipment;
- (i) damages from graffiti, or other paint contamination or paint damage by any means;
- (j) damage to the Equipment caused by any condition or event not enumerated in Section 3(b) of this Waiver

Section 7. Liability Insurance

This Waiver does not affect the obligation of Lessee to maintain liability insurance for any liability arising out of or relating to the Equipment, its use or storage of materials in the Equipment.

Section 8. Nature of Waiver

This Waiver is not insurance. It is a contractual agreement that relieves Lessee from certain duties and liabilities upon the payment of the Waiver Fee. The Waiver does not extend to or relate to any damage or loss of property that is stored in the Equipment. The Waiver does not extend to any loss or damage to the Equipment caused by the intentional acts of Lessee. Lessee shall be responsible for and will pay to Lessor amounts equal to the loss or damage caused to or sustained by the Equipment as a result of the intentional acts of Lessee. The Waiver does not relieve or affect any liability that Lessee may have as a result of the use of the Equipment and storage of property in the Equipment.

Section 9. Other Terms and Conditions of the Container Lease

Except for the waiver of the provisions of Section 7 and Section 8 of Exhibit A to the Container Lease, all other terms and conditions of the Container Lease remain in full force and effect and shall not be modified by this Waiver.

Section 10. Notice of Loss, Damage or Destruction of Equipment

Lessee will promptly advise Lessor in writing of any loss, damage, or destruction of the Equipment. Such notice of loss must be made within one (1) business day of the day on which Lessee knows of or has reason to believe that the Equipment is the subject of any loss, damage or destruction.

Section 11. Termination of the Waiver

Lessee and Lessor may each terminate this Waiver upon forty-five (45) days prior written notice. The Waiver may also be terminated by Lessor upon the default of Lessee to pay the required Waiver Payment as provided by Section 2(b) and 2(c) of this Waiver.

Section 12. Counterparts

This Waiver may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or with any electronic signature complying with the U.S. federal ESIGN Act of 2000, (e.g., execution of this Waiver may be through an e-sign service www.adobe.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

This Waiver is executed as of the day and year first above written.

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1. Request your delivery date.

Requested delivery date: _____

Please note: We will attempt to meet your desired date. However, the date is subject to change based on equipment availability and availability of hauling resources. The delivery date will be confirmed by a Lessor representative.

2. Tell us how you would like to pay.

- Bill me on approved credit (you will be sent an invoice for payment as charges are incurred)
- Credit card payment (a representative will contact you to obtain the credit card information for billing)

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

1. Exhibit A attached hereto (the "**General Terms and Conditions**"); and
2. Mobile Modular Portable Storage Supplemental Terms and Conditions document located at <https://www.mobilemodularcontainers.com/contact-us>, as the same may be updated from time to time in the sole and absolute discretion of Lessor (the "**Supplemental Terms and Conditions**").

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 and conditions set forth herein (including the General Terms and Conditions and the Supplemental Terms and Conditions referenced above) 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.

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 even if such Lessee Forms are signed by an agent or representative of Lessor. The terms and conditions of this Agreement 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 and commit to this Agreement on behalf of the parties hereto.

Lessor:
Mobile Modular Portable Storage,
a division of McGrath RentCorp

By: _____
Name: _____
Title: _____
Date: _____

Lessee:
Jefferson Parish

Signature: _____
Name: _____
Title: _____
Date: _____

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EXHIBIT A CONTAINER LEASE TERMS AND CONDITIONS

1. **LEASE TERM.** The lease of the Equipment shall commence on the date of Equipment delivery and shall continue thereafter for the Lease Term. Lessee is responsible for paying the monthly charges as specified in this Agreement (as may be adjusted pursuant to Section 2) for each month during the Lease Term. Lessee may be subject to a cancellation fee if this Agreement terminates prior to the expiration of the Lease Term. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. Regardless of the stated Lease Term, Lessee must provide a minimum of 10 business days' prior notice for return delivery of Equipment. Failure to do so will result in extension of the Lease Term in accordance with the terms of Section 2.

2. **HOLDING OVER; LEASE EXTENSION.** If Lessee (a) fails to timely notify Lessor of the intended return of Equipment, (b) fails to prepare the Equipment for removal as required or (c) fails to pay the charges upon return as required, the Lease Term shall be extended, on a month-to-month basis, beyond the Lease Term stated above. In this event, Lessor may establish a revised rental rate for such extended Lease Term and other charges related to the return of the Equipment.

3. **LESSEE AGREEMENTS.** Lessee agrees that Lessor (or its agents, employees or contractors) may, from time to time at any reasonable time, enter upon the premises of Lessee for the purposes of (a) inspecting the Equipment or posting "Notices of Non-Responsibility" or similar notices thereon, or (b) photographing the Equipment, including any items or occupants within or surrounding the Equipment, for promotional or other purposes. If Lessor determines that repairs to the Equipment are needed, Lessee shall grant access for said repairs. The Lessee is responsible for the cost of all repairs excluding normal wear and tear. If Lessee does not grant access for 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.

4. PAYMENTS

(a) **DATE OF PAYMENT:** The monthly Equipment charges (including rent) will be due on a monthly basis. Such charges will be paid in advance to the month to which such charges relate. Any one-time charges reflected on the cover page of this Agreement (such as delivery and return haulage fees) will be due on the Date of Agreement.

(b) **LOCATION; NO SET OFF:** Lessee agrees to pay to Lessor (at the following address: Mobile Modular Portable Storage, P.O. Box 45043, San Francisco, CA 94145-5043, or to such other person or at such other place as Lessor may from time to time designate to Lessee in its invoice or other writing) each payment specified herein on a net invoice basis without demand by Lessor. All payments due from Lessee pursuant to the terms of this Agreement shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever.

(c) **PRORATION:** Monthly Equipment charges (including rent) will be prorated in one-half (1/2) month increments. Thus, Lessee will be responsible for the full month's Equipment charges for any Equipment leased beyond the 14th day of a billing cycle. Under no circumstances will any Lease Term be for less than one (1) month.

5. PRICE ADJUSTMENTS; CLEANING.

(a) The Equipment pricing is subject to adjustment by Lessor in its sole and absolute discretion: (i) if Lessee fails to sign and return this Agreement to Lessor within thirty (30) days after the Date of Agreement set forth on the cover page of this Agreement, or (ii) for unknown or unanticipated conditions. Examples of unknown or unanticipated conditions include, without limitation, driver waiting time, pilot car requirements, special transport permits, difficult site conditions, and increase in fuel prices. 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 herein, prices do not include permits, temporary power, engineering, taxes or utility hookups. If the Lessor's driver arrives at Lessee's site but is unable to deliver the Equipment for any reason, Lessee will be assessed a "dry run" fee equal to the delivery charge. If the Lessor's driver encounters any kind of delay which results in more than 30 minutes total delivery time, Lessee will be assessed a charge of \$75 per hour in thirty-minute increments. Unless otherwise noted herein, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.

(b) Lessee agrees to return each piece of Equipment in a clean condition equal to the condition it was when originally shipped. Lessor reserves the right to charge a minimum cleaning fee of \$100 per each piece of Equipment that is not returned in such condition.

6. **TAXES:** Lessee agrees 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.

7. **LOSS OR DAMAGE:** Until the Equipment is returned to Lessor, Lessee assumes all risk of loss or damage to the Equipment. Subject to Section 9(c), should any Equipment damaged be capable of repair, this Agreement shall not terminate, but Lessor, at its discretion, may cause the Equipment to be repaired and restored to its condition existing prior to such damage, at Lessee's sole expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, Lessee shall pay Lessor within forty-five (45) days thereafter, an amount equal to the full replacement value of such Equipment. The foregoing shall not relieve the Lessee of any obligation to continue to pay monthly Equipment charges (including rent).

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8. INSURANCE: Lessee shall procure and maintain, at its sole expense (including all premiums, deductibles and self-insured retentions), (a) 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 (b) 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 insureds. Lessee's insurance shall be primary and non-contributory to any insurance maintained by Lessor or any other additional insureds. The liability insurance policy shall contain 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. Any failure by Lessor to obtain or receive certificates of insurance or any endorsements prior to leasing or delivering the Equipment to Lessee will not be deemed a waiver of Lessee's obligations to procure and maintain the insurance specified herein.

9. "AS-IS" CONDITION; WAIVER AND INDEMNIFICATION.

(a) THE EQUIPMENT IS LEASED TO LESSEE "AS IS". LESSOR MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, RELATING TO THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, THE CONDITION OF ANY EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT, ANY WARRANTY THAT THE EQUIPMENT IS WATER TIGHT OR AS TO TITLE OR OTHERWISE.

(b) LESSOR SHALL NOT BE RESPONSIBLE OR LIABLE FOR, AND LESSEE DOES HEREBY WAIVE, RELEASE AND DISCHARGE LESSOR, ITS AGENTS, OFFICERS, SUBCONTRACTORS AND EMPLOYEES FROM ANY AND ALL LOSSES, LIABILITIES, COSTS, EXPENSES (INCLUDING ATTORNEYS' FEES), CLAIMS, ACTIONS, DEMANDS, FINES, FORFEITURES, SEIZURES AND PENALTIES, WHETHER KNOWN OR UNKNOWN OR CONTINGENT OR ABSOLUTE (COLLECTIVELY, "CLAIMS") FOR (I) LOSS OR DAMAGE OF ANY KIND WHATSOEVER TO ANY PERSONAL PROPERTY OR OTHER ITEMS STORED IN OR ABOUT THE EQUIPMENT, OR (II) ANY INJURIES TO LESSEE, LESSEE'S AGENT AND THIRD PARTIES. UNDER NO CIRCUMSTANCES SHALL LESSOR BE LIABLE TO LESSEE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF USE, OR PROFIT, BY LESSEE OR FOR ANY COLLATERAL DAMAGES), WHETHER OR NOT CAUSED BY LESSOR'S NEGLIGENCE OR DELAY, RESULTING FROM THIS AGREEMENT OR THE MANUFACTURE, DELIVERY, INSTALLATION, REMOVAL OR USE OF THE EQUIPMENT, OR IN CONNECTION WITH THE SERVICES RENDERED BY LESSOR HEREUNDER, EVEN IF THE LESSOR OR LESSEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, LESSOR'S TOTAL LIABILITY UNDER THIS AGREEMENT, WHETHER IN LAW, EQUITY, CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE, SHALL NOT EXCEED THE LEASE PAYMENTS ACTUALLY AND TIMELY PAID BY LESSEE UNDER THIS AGREEMENT FOR THE EQUIPMENT GIVING RISE TO THE CLAIM. ANY ACTION ARISING UNDER OR RELATING TO THIS AGREEMENT, WHETHER BASED IN LAW, EQUITY, CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE, MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE DATE OF DELIVERY OF EQUIPMENT, BUT NOT LATER THAN DURING THE TERM OF THIS AGREEMENT.

(c) LESSEE AGREES TO INDEMNIFY, DEFEND (WITH COUNSEL ACCEPTABLE TO LESSOR) AND HOLD HARMLESS LESSOR, ITS AGENTS, OFFICERS, SUBCONTRACTORS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO (DIRECTLY OR INDIRECTLY): (I) THE INSTALLATION, MAINTENANCE, POSSESSION OR USE OF THE EQUIPMENT BY LESSEE, ITS EMPLOYEES, AGENTS OR ANY PERSON INVITED, SUFFERED OR PERMITTED BY LESSEE TO USE OR BE IN, ON OR ABOUT THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, CLAIMS RELATED TO THE DEATH OR INJURY TO PERSONS OR DAMAGE TO PROPERTY RESULTING FROM THE EQUIPMENT OR USE THEREOF, REGARDLESS OF WHETHER ANY SUCH CLAIMS RESULTED, DIRECTLY OR INDIRECTLY, FROM ANY NON-PERFORMANCE OR MALPERFORMANCE OF THE EQUIPMENT, OR TO THE EXTENT ARISING FROM LESSOR'S NEGLIGENCE, (II) LESSEE'S BREACH OR FAILURE TO COMPLY WITH ANY OF THE TERMS OF THIS AGREEMENT (AND ANY ASSOCIATED COSTS OR EXPENSES OF ENFORCEMENT INCURRED BY LESSOR), (III) ANY ACTS OR OMISSIONS OF LESSEE OR ANY LESSEE EMPLOYEE, AGENT, OWNER OR REPRESENTATIVE, OR (IV) ANY THEFT OR DESTRUCTION OF, OR DAMAGE TO, THE EQUIPMENT. THIS INDEMNITY INCLUDES ALL COSTS AND EXPENSES INCURRED BY LESSOR IN INVESTIGATING OR DEFENDING ANY CLAIM, SUIT, LIABILITY, COST OR EXPENSE, INCLUDING ALL LEGAL COSTS AND ATTORNEYS' FEES. IF THE FOREGOING OBLIGATIONS ARE NOT ENFORCEABLE AGAINST LESSEE UNDER APPLICABLE LAW, LESSEE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS LESSOR, ITS AGENTS, OFFICERS, SUBCONTRACTORS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. LESSEE SHALL MAKE ALL PAYMENTS DUE UNDER THIS SECTION UPON DEMAND BY LESSOR.

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10. EVENTS OF DEFAULT.

(a) Each of the following shall constitute an "Event of Default": (1) default by Lessee in making required payment(s) hereunder and the continuance of such default for ten (10) consecutive days; (2) any default or breach by Lessee; (3) default by Lessee in the performance of any obligation, covenant or liability contained in this Agreement or any other agreement or document with Lessor and the continuance of such default for ten (10) days after written notice, thereof by Lessor to Lessee; (4) loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment, or any levy, seizure or attachment thereof or thereon; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or business failure; or the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value hereof.

(b) Upon Lessee's default, Lessor has the right to (1) accelerate all payments due hereunder; (2) terminate this Agreement as to any or all items of the Equipment; (3) take possession of or disable the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove or disable the Equipment, without any liability for suit, action or other proceedings by Lessee; (4) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; and/or (5) take such action that is permitted under law. Lessee waives any and all rights or claims of sovereign immunity and any property remaining in such Equipment upon its return will be deemed abandoned by Lessee.

11. **SUBJECT TO AVAILABILITY:** The obligation of Lessor to provide a particular item of Equipment is subject to availability. Additionally, and without limitation to the previous sentence, Lessor reserves the right, in its sole and absolute discretion, to provide substitute Equipment to Lessee that Lessor determines to be equal or better to that which is specified in the cover page to this Agreement.

12. **CREDIT CARD AUTHORIZATION:** Lessee hereby gives authorization to Lessor to charge against the credit card provided all charges contemplated herein including rent and applicable taxes, shipping and handling charges. Charges may be recurring, and additional billing and charges will occur until such time as all Equipment and respective accessories are returned and the rental is terminated.

13. **COMPLIANCE WITH LAW:** Lessee assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Lessee's lawful operation, use, possession and occupancy of the Equipment. 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. Lessee shall pay the cost of all license and registration fees and renewals thereof.

14. **HAZARDOUS MATERIALS:** Lessee agrees that no water, paint or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials, shall be maintained or stored in or on the Equipment.

15. **GOVERNING LAW:** Lessee and Lessor agree that this Agreement shall be governed in all respects by and interpreted in accordance with the laws of the state where the Equipment is originally delivered, without regard to its conflicts of laws' provisions.

16. CONSENT TO SMS, TEXT MESSAGES, AND EMAILS.

Lessor uses OptimoRoute and other software and services to provide updates on Lessee's order and delivery status via SMS, text message or email. By providing cell phone numbers to Lessee's representatives or otherwise to Lessor and its affiliates in the normal operation of Lessee's business, Lessee consents to providing delivery updates and account information via text message and warrants that Lessee has the authority to permit calls and texts to be directed to each number. Each text or SMS communication will contain opt out instructions and any recipient may reply as instructed in the text or communication to stop all further text or SMS communications.

Use of this service is not required, but Lessor believes it will allow Lessor to provide Lessee a more worry free experience as Lessee orders and anticipates delivery of Lessee item(s). Lessor does not send marketing materials via this service and will not offer to sell users anything but rather use this service to manage deliveries and provide updates on order and delivery status to customers who have opted into this service.

Lessor uses the information collected from Lessee for the purposes set forth herein and those purposes alone. All text or SMS messaging fees charged by the user's cell phone carrier, if any, are the responsibility of those who opt into this service. Lessor's privacy policy is available at <https://www.mobilemodularcontainers.com/about-us/privacy-policy>.

17. **DEFINED TERMS.** Capitalized terms used in this Exhibit A but not otherwise defined herein shall have the meaning ascribed to such terms as set forth elsewhere in this Agreement.

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