LEASE AGREEMENT

by and between the

CITY OF COSTA MESA

and

WILLIAMS SCOTSMAN, INC.
11811 Greenstone Avenue, Santa Fe Springs, CA 90670

LEASE AGREEMENT

THIS LEASE (the "Lease"), dated as of November 15, 2016, is made by and between the **CITY OF COSTA MESA**, a municipal corporation ("Lessee"), and **WILLIAMS SCOTSMAN, INC.**, a Maryland corporation ("Lessor").

1. SUBJECT OF LEASE

1.1 Purpose. The purpose of this Lease is to set forth the terms and conditions of the lease of the hereinafter defined Property by the Lessor to Lessee for use as a portable office complex in connection with Lessee's Project No. 16-15.

1.2 The Property. The "Property" is that certain property known as one (1) SM6448 60x48 modular unit ("Modular Unit") and associated items as further described in Exhibit "A" attached hereto and incorporated herein by reference and two (2) 40x8 containers ("Containers") and associated items as further described in Exhibit "B" attached hereto and incorporated herein by reference.

1.2 Parties to the Lease.

1.3.1 Lessee. Lessee is the City of Costa Mesa, a public body, corporate and politic, exercising governmental functions and powers and organized and existing under California law. The principal office of Lessee is located at 77 Fair Drive, Costa Mesa, CA 92626.

1.3.2 Lessor. Lessor is Williams Scotsman, Inc., a Maryland corporation. The principal office of Lessor for purposes of this Lease is 11811 Greenstone Avenue, Santa Fe Springs, CA 90670, attention Trent French.

2. LEASE OF THE PROPERTY

2.1 Lease. For and in consideration of the rents, conditions, covenants and agreements set forth herein, Lessor hereby leases the Property to Lessee and Lessee does hereby take and lease the Property from Lessor.

2.2 Term of the Lease. The term of this Lease shall commence on November 15, 2016, or the date of the complete installation of the Property, whichever is later (the "Commencement Date") and continue for a period of eighteen (18) months with no penalty for early termination. This Lease shall expire and be of no further force and effect at midnight May 14, 2018. Notwithstanding the foregoing, the parties hereto may mutually agree in writing to extend the term hereof.

2.3 Installation and Removal of Property. The terms regarding the installation and removal of the Property shall be governed by separate public works agreements between Lessor and Lessee.

3. RENT

3.1 Basic Rent. Lessee shall pay to Lessor as rent for the Property the sum of Two Thousand Nine Hundred Forty-Two Dollars ($2,942.00) payable in monthly payments ("Basic Rent"). As agreed upon by the Lessor and Lessee, the Basic Rent for the first year may be adjusted based on initial improvements made by Lessee to the Property. This rental amount includes Two Thousand Six Hundred Seventy-Seven Dollars ($2,677.00) for one (1) Modular Unit and associated items, including insurance and property damage waiver, as further described in Exhibit "A", and One Hundred Thirty Dollars ($130.00) and One Hundred Thirty-Five Dollars ($135.00) for the two (2) Containers and associated items, including insurance and property damage waiver, as further described in Exhibit "B". The Basic Rent amount shall be pro-rated based on the installation and removal dates of each of these items.

3.2 Method of Making Required Payments. Rent shall be timely paid in lawful money of the United States of America, without notice or demand, and without set off, counterclaim, abatement, deferment, suspension, deduction or defense. Rent due Lessor shall be paid at Lessor's address for notices under this Lease, or as Lessor shall otherwise designate in writing to Lessee.

3.3 Delivery, Installation, and Return Charges. The delivery, installation, and return charges set forth in the exhibits attached hereto shall not be a part of this Lease, and shall be governed by separate public works agreements between Lessee and Lessor.

4. [intentionally omitted]

5. OWNERSHIP OF AND RESPONSIBILITY FOR IMPROVEMENTS

5.1 Ownership During Term and at Termination. All improvements to the Property made by Lessee shall, at the expiration or sooner termination of this Lease, be and remain the property of Lessee. Lessee shall have the right to remove any of the improvements made during the term of this Lease. The Property shall be returned to Lessor in the same condition as delivered to Lessee, reasonable ordinary wear and tear excepted. Lessee is responsible for any damages due to the addition or removal of any fixtures or structures to the Property.

5.2 Ownership of Fixtures and Furnishings at Termination. At the expiration or sooner termination of his Lease, Lessee may, at Lessee's election, retain from the Property, at Lessee's sole cost and expense, all fixtures, structures and furnishings, or of certain fixtures and/or furnishings that were not provided by Lessor.

Any fixtures, structures and/or furnishings not specified by Lessee to be removed, and any so specified fixtures and/or furnishings not removed by Lessee within thirty (30) days of written notice to Lessee from Lessor to remove fixtures and/or furnishings, shall be deemed to be abandoned by Lessee and shall, without compensation to Lessee, then become Lessor's property, free and clear of all claims to or against them by Lessee or any third person. The thirty

(30) day notice provided for herein shall not be given by Lessor until termination of the Lease is effective.

5.3 Maintenance and Repair of Improvements.

5.3.1 Lessee's Responsibilities. Lessee agrees that except as set forth in this Agreement, Lessee shall, at its own cost, maintain and repair the Property and all fixtures and furnishings thereon and keep the same in a decent, safe and sanitary condition and in compliance with all applicable laws. All maintenance and repairs required to be performed by Lessee by this Lease shall be performed in a good and workmanlike manner, and, to the extent reasonably achievable, at least equivalent in quality to the original work.

5.3.2 Lessor's Responsibilities. Lessor warrants throughout the term of this Agreement that it will repair structural or mechanical defects in the Property (excluding HVAC filters, fire extinguishers, fuses/breakers and light bulbs), provided that Lessee notifies Lessor in writing of leaks within two (2) days and any other defects or malfunctions within five (5) business days of the occurrence thereof. Lessor shall have no liability for the repair of any defect or condition resulting from Lessee's relocation of the Property, utilities connection, alteration of the Property, use of the Property for a purpose for which it was not intended, vandalism, misuse of the Property, for excessive wear and tear or for which timely notice is not provided to Lessor. The repair of the Property by Lessor, due to a defect or condition resulting from any of the preceding causes shall result in additional charges to Lessee. Lessor shall have no liability whatsoever for any consequential, incidental or punitive damages, costs or expenses. Except as specifically provided herein, Lessor disclaims any and all warranties, express or implied, related to the Property and any maintenance or repair work performed by Lessor including any warranties of merchantability, suitability, or fitness for a particular purpose.

5.4 Waste. Lessee shall not commit or suffer to be committed any waste or impairment of the Property or any part thereof. Lessee agrees to keep the Property clean and clear of refuse and obstructions, and to dispose of all garbage, trash and rubbish.

5.5 Alteration of Property. Lessee shall not make or permit to be made any alteration of, addition to or change to the Property, other than routine maintenance, repairs, interior decoration and minor interior alterations, nor demolish all or any part of the Property, without the prior written consent of Lessor. In requesting such consent, Lessee may be requested to submit to Lessor detailed plans and specifications of the proposed work and an explanation of the need and reasons thereof.

5.6 Damage or Destruction. Lessee agrees to give notice to Lessor of any fire or other damage that may occur on or to the Property within ten (10) days of such fire or damage. If the Property shall be damaged or destroyed by any cause to such an extent as to make the repair thereof uneconomical (in Lessor's sole opinion) and which puts the Property into an uninhabitable condition, this Lease shall automatically terminate and be of no further force and effect.

6. ASSIGNMENT, SUBLETTING, TRANSFER

Except as expressly permitted in this Lease, Lessee shall not assign or attempt to assign this Lease or any right herein, nor make any total or partial conveyance, assignment, sublease or transfer in any other mode or form of the whole or any part of the Property, without the prior written approval of Lessor. Any unpermitted assignment or transfer shall be void and in violation of this Agreement and shall cause the automatic termination of this Lease.

7. INSURANCE

Required Insurance. During the term of this Lease (and for any period of holding over), Lessee shall insure at its cost such insurance showing Lessor as loss payee, against the following perils:

7.1 Loss or damage to the Property, resulting from fire, lightning, vandalism, malicious mischief, riot and civil commotion, and, in addition, those other perils that are ordinarily included in extended coverage fire insurance policies. Such insurance shall name Lessor as an additional insured and shall be maintained in an amount not less than one hundred percent (100%) of the replacement cost of the improvements located on the Property. All proceeds of such insurance shall constitute a trust fund to be used to repair, rebuild or replace the Property to its previous condition, or as agreed by Lessor and Lessee.

7.2 Loss from liability imposed for damages on account of property damage or loss and/or personal injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever in connection with the Property in the amount of at least One Million Dollars ($1,000,000.00) combined single limit. Such property damage and personal injury insurance shall also provide for and protect Lessor and Lessee against incurring any legal cost in defending claims for alleged loss.

7.3 The foregoing notwithstanding, Lessee and Lessor agree that Lessee shall meet these insurance requirements by Lessor enrolling Lessee in the Commercial General Liability Insurance Program, as set forth in Exhibit "C" attached hereto and incorporated herein by this reference, and/or by Lessee making the rental payments set forth in Section 3, above.

8. DAMAGE WAIVER PROGRAM AND HVAC SERVICE AGREEMENT

8.1. Lessee and Lessor agree that Lessee shall participate in the Damage Waiver Program set forth in Exhibit "C".

8.2. Lessee and Lessor agree that Lessor shall provide HVAC service, and Lessee shall participate in the HVAC Service Agreement, as set forth in Exhibit "D".

9. INDEMNIFICATION

As a material part of the consideration to Lessor, to the extent due to the negligence of Lessee, Lessee shall indemnify, defend (with counsel acceptable to Lessor) and hold Lessor harmless from any loss, damage, injury, death, accident, casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or

property (collectively, "Claims") arising from or related to Lessee's use of the Property before, during, and after the Term, the conduct of Lessee's business and/or any act or omission of Lessee, its employees, agents, contractors, tenants or invitees. To the extent due to the negligence of Lessor, Lessor shall indemnify, defend (with counsel acceptable to Lessee) and hold Lessee harmless from any loss, damage, injury, death, accident, casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property (collectively, "Claims") arising from or related to Lessor's performance under this Agreement, including claims arising from the condition of the Property before, during, and after the Term. Lessee shall not be liable for such Claims to the extent and in the proportion that the same is ultimately determined to be attributable to the negligence or intentional misconduct of Lessor. All indemnity obligations under this Section shall survive the expiration or termination of this Lease. Lessor shall not be liable for any loss or theft of any property on the Property.

10. DEFAULTS, REMEDIES AND TERMINATION

10.1 Defaults – General. Failure or delay by either party to perform any term or provision of this Lease constitutes a default under this Lease. The party who fails or delays must immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence, and during any period of curing shall not be in default.

The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Lease, any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by either party in asserting any of its rights and remedies shall not deprive either party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

10.2 Legal Actions.

10.2.1 Institution of Legal Actions. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Lease. Such legal actions must be instituted in the Superior Court of the County of Orange, State of California, in any other appropriate court in that county, or in the United States District Court, Central District of California.

10.2.2 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Lease.

10.2.3 Acceptance of Service of Process. In the event that any legal action is commenced by Lessee against Lessor, service of process on Lessor shall be made as provided by law. In the event that any legal action is commenced by Lessor against Lessee, service of process on Lessee shall be made by personal service upon an officer of Lessee and shall be valid whether made within or without the State of California, or in such manner as may be provided by law.

10.2.4 Attorneys' Fees and Court Costs. If either Lessor or Lessee shall bring or commence an action to enforce the terms and conditions of this Lease or to obtain damages against the other party arising from any default under or violation of this Lease, the prevailing party shall be entitled to and shall be paid reasonable attorneys' fees and costs therefor.

10.3 Rights and Remedies are Cumulative. All remedies hereunder shall be cumulative and the nondefaulting party may pursue any or all of such rights and remedies at the same time or otherwise.

10.4 Damages. If either party defaults with regard to any of the provisions of this Lease, the nondefaulting party shall serve written notice of such default upon the defaulting party. If the default is not commenced to be cured within fifteen (15) days after service of the notice of default and is not cured promptly in a continuous and diligent manner within a reasonable period of time after commencement, the defaulting party shall be liable to the nondefaulting party for any direct damages caused by such default, and the nondefaulting party may thereafter (but not before) commence an action for damages against the defaulting party with respect to such default.

Lessee's cost in curing or correcting any default under this Lease and any expenses and/or other costs related thereto shall be repaid by Lessor within fifteen (15) days after Lessee has dispatched notice of such costs to Lessor pursuant to Section 11.1 hereof regarding notices.

10.5 Lessee's Rights of Termination. In addition to Lessee's rights and remedies contained in this Agreement, in the Event of Default by Lessor, Lessee may terminate this Lease, effective upon written notice to Lessor by Lessee. For purposes of this Lease, an "Event of Default by Lessor" means failure by Lessor to cure or remedy within fifteen (15) days after the date Lessor shall have received notice from Lessee.

The right of termination provided by this Section 10.5 is not exclusive and shall be cumulative to all other rights and remedies possessed by Lessee, and nothing contained herein shall be construed so as to defeat any other rights or remedies to which Lessee may be entitled.

11. GENERAL PROVISIONS

11.1 Notices. Demands and Communications Between the Parties.

Formal notices, demands and communications between Lessor and Lessee shall be in writing and shall be delivered by personal service, or by certified or registered mail, postage prepaid, return receipt requested, to the principal offices of the Lessor and of the Lessee as designated in Section 1.3.1 and Section 1.3.2, respectively, hereof. Any written notice to any of the parties hereunder shall be deemed to have been duly given on the date of service if served personally or seventy-two (72) hours after the mailing. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand or request sent. Notices, demands and requests to the parties shall be sent in the same manner to such other addresses as either

party may from time to time designate by mail sent thirty (30) days prior to the effectiveness of such change, as provided in this Section.

11.2 Conflict of Interests. No member, official or employee of Lessee shall have any personal interest, direct or indirect, in this Lease, nor shall any such member, official or employee participate in any decision relating to the Lease which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

11.3 Nonliability of Lessee's Officials and Employees. No member, official or employee of Lessee shall be personally liable to Lessor, or any successor in interest, in the event of any default or breach by Lessee or any of its agents for any amount which may become due to Lessor's successor or on any obligations under the terms of this Lease.

11.4 No Partnership. Neither anything in this Lease contained, nor any acts of Lessor or Lessee shall be deemed or construed by any person to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Lessor and Lessee.

11.5 Surrender of Property. The provisions for return and removal of the Property shall be governed by a separate public works agreement.

11.6 No Merger. The surrender of this Lease by Lessee, or the mutual cancellation of it, shall not work a merger and shall, at the option of Lessor, terminate all or any existing subleases or sub-tenancies, or operate as an assignment to Lessor of all subleases or sub-tenancies.

11.7 Severability. If any provision of this Lease shall be adjudged invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Lease shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

11.8 Binding Effect. This Lease, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall not be effective and binding until each party has executed this document (or by means of counterparts, all parties have executed this Lease).

11.9 Interpretation. This Lease shall be construed as a whole and in accordance with its fair meaning and as though both of the parties participated equally in its drafting. The captions contained in this Lease are merely for reference and are not to be used to construe or limit the text.

11.10 Time of the Essence. Time is of the essence in the performance of this Lease.

11.11 Warranty Against Payment of Consideration. Lessor warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for entering into this Lease.

11.12 Corporate Authority. Each individual executing this Lease on behalf of a corporation or other entity or organization, represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of such corporation, entity or organization.

11.12 Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

11.14 Counterparts. This Lease may be executed in counterparts which, taken together, shall constitute the whole of the Agreement as between the parties.

11.15 Entire Agreement, Waivers and Amendments. This Lease constitutes the entire agreement between the parties and supersedes all agreements, documents, representations, warranties, statements, promises and/or understandings, whether oral or written, with respect to the subject matter hereof, and no party shall be bound by any such representation, warranty, statement, promise, or understanding not specifically set forth in this Lease. Should any exhibit attached hereto conflict with the terms of this Lease, the terms of this Lease shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

LESSEE:

CITY OF COSTA MESA,
A municipal corporation

Thomas R. Hatch
Chief Executive Officer

Date: 11/29/16

LESSOR:

WILLIAMS SCOTSMAN,
A Maryland corporation

Donald W. Walker
Signature

Date: 11-17-2016

Donald W. Walker Manager, Contracts Dept.
Name and Title

52-0665775
Social Security or Taxpayer ID Number

Signature

Date: 11-18-2016

Trent French
Account Executive
Name and Title

ATTEST:

by _____ Deputy
City Clerk

APPROVED AS TO FORM:

_____ RCA
City Attorney

Date: 11/21/16

APPROVED AS TO INSURANCE:

_____
Risk Management

Date: 11/28/16

APPROVED AS TO PURCHASING:

Stephen Dunivent
Stephen Dunivent,
Interim Finance Director

Date: 11.29.16

DEPARTMENTAL APPROVAL

Raja Sethuraman
Raja Sethuraman,
Interim Public Services Director

Date: 11-28-16

_____
Arash Rahimian,
Project Manager

Date: 11/21/16

EXHIBIT A

WILLIAMS SCOTSMAN™
An ALGECO SCOTSMAN Company

Williams Scotsman, Inc.
11811 Greenstone Avenue
Santa Fe Springs, CA 90670-4628

Your Williams Scotsman Representative
Trent French
Phone: (562)903-9200 Ext. 44113
Fax: 562-903-9210
Email: tafrench@willscot.com
Toll Free: 800-782-1500

Contract Number:631486
Revision: 12
Date: March 15, 2016

Lease Agreement

Lessee: 2887864
Costa Mesa, City Of
77 Fair Dr P O Box 1200
Costa Mesa, California, 92626

Contact:
Arash Rahimian
77 FAIR DR
COSTA MESA, CA, 926266520
Phone: 7147545096
Fax: 7147545028

E-mail: arash.rahimian@costamesaca.gov

Ship To Address:
1370 Adams
COSTA MESA, CA, 92626

Delivery Date(on or about):
11/30/2016

Rental Pricing Per Month		**Quantity**	**Price**	**Extended**
64x48 Modular (60x48 Box)	Unit Number:	1	$1,358.00	$1,358.00
Data Hub Rental		2	$46.00	$92.00
ADA/IBC Ramp - 36' w/ switchback		1	$350.00	$350.00
Steps - OSHA Aluminum Rental		1	$17.00	$17.00
HVAC Service Program		4	$135.00	$540.00
Prop Damage Waiver (11/12)		4	$70.00	$280.00
General Liability - Allen Insurance		1	$40.00	$40.00
Minimum Lease Term: 18 Months			Total Monthly Building Charges:	$1,358.00
			Other Monthly Charges:	$1,319.00
			Total Rental Charges Per Month:	$2,677.00
Delivery & Installation				
CA Transport Delivery Fee		4	$80.00	$320.00
Ramp - Delivery & Setup		1	$2,158.00	$2,158.00
Modification to Unit		1	$41,044.57	$41,044.57
Electrical Contractor		1	$57,866.62	$57,866.63
Plumbing for water and swer Connections		1	$26,363.25	$26,363.25
Wet Stamp Foundation Engineering		1	$812.50	$812.50
Canopy Purchase and delivered to site		1	$11,925.00	$11,925.00
Additional Work Items As Directed by the City		1	$15,000.00	$15,000.00
Hitch removal		4	$62.50	$250.00
Tiedowns into asphalt		32	$92.09	$2,946.88
Block and Level		1	$8,563.89	$8,563.89
Delivery Freight		1	$533.19	$1,986.03
Wood skirting		168	$22.73	$3,818.64
			Total Delivery & Installation Charges:	$173,055.39
Final Return Charges*				
CA Transport Return Fee		4	$80.00	$320.00
Tiedown-Asphalt Removal		32	$27.27	$872.64
Skirting Removal - Wood LF		168	$6.88	$1,155.84
Ramp - Knockdown & Return		1	$2,011.11	$2,011.11
Teardown		1	$5,076.92	$5,076.92
Return Freight		1	$533.19	$1,986.03
			Due On Final Invoice*:	$11,422.54
			Total Charges Including (18) Month Rental, Delivery, Installation & Return:**	$232,663.93

Summary of Charges

Model: SM6448	QUANTITY: 1	Total Charges for (1) Building(s): $232,663.93

WILLIAMS SCOTSMAN™
An ALGECO SCOTSMAN Company

Williams Scotsman, Inc.
11811 Greenstone Avenue
Santa Fe Springs, CA 90670-4628

Your Williams Scotsman Representative
Trent French
Phone: (562)903-9200 Ext. 44113
Fax: 562-903-9210
Email: tafrench@willscot.com
Toll Free: 800-782-1500

Contract Number:631486
Revision: 12
Date: March 15, 2016

Lease Agreement Summary - Q#631486

Lessee:
Costa Mesa, City Of
77 Fair Dr P O Box 1200
Costa Mesa, California 92626

Contact:
Arash Rahimian
77 FAIR DR
COSTA MESA, CA 926266520
Phone: 7147545096
Fax: 7147545028
Email: arash.rahimian@costamesaca.gov

Ship To Address:
1370 Adams
COSTA MESA, CA
92626 US

Product Descriptions

QTY	PRODUCT
1	SM6448
2	CT408

Pricing Summary - All Options (excluding taxes)

MONTHLY CHARGES:	$2,942.00
INITIAL FEES:	$173,661.05
FINAL CHARGES:	$12,028.20
TOTAL CHARGES WITH ALL OPTIONS:	$238,645.25

Comments

PLEASE NOTE THIS IS A PREVAILING WAGE QUOTE. This pricing is budgetary based B2 Occupancy HCD California State approved SM64X48 building, 2-CT40X8 container and the purchase for 1 canopy. HCRR restrooms with showers, washer and dryer room hook ups, full kitchen. Contractors and vendor inclusion and exclusions are on separate attachment.

EXHIBIT B

WILLIAMS SCOTSMAN™
An ALGECO SCOTSMAN Company

Williams Scotsman, Inc.
11811 Greenstone Avenue
Santa Fe Springs, CA 90670-4628

Your Williams Scotsman Representative
Trent French
Phone: (562)903-9200 Ext. 44113
Fax: 562-903-9210
Email: tafrench@willscot.com
Toll Free: 800-782-1500

Contract Number:631486
Revision: 12
Date: March 15, 2016

Lease Agreement

Lessee: 2887864
Costa Mesa, City Of
77 Fair Dr P O Box 1200
Costa Mesa, California, 92626

Contact:
Arash Rahimian
77 FAIR DR
COSTA MESA, CA, 926266520
Phone: 7147545096
Fax: 7147545028

E-mail: arash.rahimian@costamesaca.gov

Ship To Address:
1370 Adams
COSTA MESA, CA, 92626

Delivery Date(on or about):
11/10/2016

Rental Pricing Per Month		**Quantity**	**Price**	**Extended**
40x8 Container	Unit Number:	1	$95.00	$95.00
Prop Damage Waiver (CT)		1	$13.00	$13.00
General Liability - Allen Insurance		1	$22.00	$22.00
Minimum Lease Term: 18 Months			Total Monthly Building Charges:	$95.00
			Other Monthly Charges:	$35.00
			Total Rental Charges Per Month:	$130.00
Delivery & Installation				
Fuel Surcharge Delivery		1	$11.65	$11.65
Delivery Freight		1	$291.18	$291.18
			Total Delivery & Installation Charges:	$302.83
Final Return Charges*				
Fuel Surcharge Return		1	$11.65	$11.65
Return Freight		1	$291.18	$291.18
			Due On Final Invoice*:	$302.83
			Total Charges Including (18) Month Rental, Delivery, Installation & Return:**	$2,945.66

Summary of Charges

Model: CT408	QUANTITY: 1	Total Charges for (1) Building(s): $2,945.66

WILLIAMS SCOTSMAN™
An ALGECO SCOTSMAN Company

Williams Scotsman, Inc.
11811 Greenstone Avenue
Santa Fe Springs, CA 90670-4628

Your Williams Scotsman Representative
Trent French
Phone: (562)903-9200 Ext. 44113
Fax: 562-903-9210
Email: tafrench@willscot.com
Toll Free: 800-782-1500

Contract Number:631486
Revision: 12
Date: March 15, 2016

Lease Agreement

Lessee: 2887864
Costa Mesa, City Of
77 Fair Dr P O Box 1200
Costa Mesa, California, 92626

Contact:
Arash Rahimian
77 FAIR DR
COSTA MESA, CA, 926266520
Phone: 7147545096
Fax: 7147545028

E-mail: arash.rahimian@costamesaca.gov

Ship To Address:
1370 Adams
COSTA MESA, CA, 92626

Delivery Date(on or about):
11/10/2016

Rental Pricing Per Month		**Quantity**	**Price**	**Extended**
40x8 Container	Unit Number:	1	$95.00	$95.00
Container lock - Rental		1	$5.00	$5.00
Prop Damage Waiver (CT)		1	$13.00	$13.00
General Liability - Allen Insurance		1	$22.00	$22.00
Minimum Lease Term: 18 Months			Total Monthly Building Charges:	$95.00
			Other Monthly Charges:	$40.00
			Total Rental Charges Per Month:	$135.00
Delivery & Installation				
Delivery Freight		1	$302.83	$302.83
			Total Delivery & Installation Charges:	$302.83
Final Return Charges*				
Return Freight		1	$302.83	$302.83
			Due On Final Invoice*:	$302.83
			Total Charges Including (18) Month Rental, Delivery, Installation & Return:**	$3,035.66

Summary of Charges

Model: CT408	QUANTITY: 1	Total Charges for (1) Building(s): $3,035.66

EXHIBIT C

WILLIAMS SCOTSMAN™
An ALGECO SCOTSMAN Company

Williams Scotsman, Inc.
11811 Greenstone Avenue
Santa Fe Springs, CA 90670-4628

Your Williams Scotsman Representative
Trent French
Phone: (562)903-9200 Ext. 44113
Fax: 562-903-9210
Email: tafrench@willscot.com
Toll Free: 800-782-1500

Contract Number:631486
Revision: 12
Date: March 15, 2016

INSURANCE REQUIREMENTS ADDENDUM

QTY	PRODUCT	EQUIPMENT VALUE/BUILDING	DEDUCTIBLE PER UNIT
1	SM6448	$51934.00	$4000.00
2	CT408	$4883.00	$300.00

Lessee: Costa Mesa, City Of

Pursuant to Section 13 of 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.

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 Section 12 of the Lease. **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

EXHIBIT D

Williams Scotsman, Inc.
11811 Greenstone Avenue
Santa Fe Springs, CA 90670-4628

Your Williams Scotsman Representative
Trent French
Phone: (562)903-9200 Ext. 44113
Fax: 562-903-9210
Email: tafrench@willscot.com
Toll Free: 800-782-1500

Contract Number:631486
Revision: 12
Date: March 15, 2016

HVAC Service Agreement

Lessee elects to participate in the HVAC Service Agreement. In consideration of Lessee's timely payment to Lessor of the HVAC Service Agreement fee(s) specified herein, Lessor will perform the Covered Work on the Equipment monthly for a time period commencing on the start billing date and shall remain in effect for the minimum term of the lease and through any lease extension until cancelled. Lessor agrees to perform certain services ("the Covered Work") on the Equipment identified in this Lease Agreement and Lessee agrees to pay for such Covered Work as described herein, and subject to the definitions, terms, and conditions provided in the document entitled "HVAC Service Agreement General Terms & Conditions."

By its signature below, Lessee hereby acknowledges that it has read and agrees to be bound by the Lessor's HVAC Service Agreement General Terms & Conditions (05-10-14) located on Lessor's internet site (http://www.willscot.com/terms) in their entirety, which are incorporated herein by reference. Although Lessor will provide Lessee with a copy of all of the governing contract documents upon written request, Lessee should print copies of **both** this Agreement, the Williams Scotsman, Inc. General Terms & Conditions, and the HVAC Service Agreement 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 HVAC Maintenance 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.

Signature of Lessee: _____ **Print Name:** _____ **Date:** _____