

## FENCE LEASE AGREEMENT

This fence lease agreement ("Agreement") is entered into on 4/1/25 by and between Secure A Site, Inc. a Washington corporation ("SAS") and City of Everett ("Lessee"). In consideration of the mutual terms and covenants contained in this Agreement, SAS and Lessee agree as follows:

1. **Lease.** SAS shall lease such fence, fence panels, gates, chain link material and posts (collectively, the "Fence") as identified on the Quote attached hereto to Lessee pursuant to the terms of this Agreement. SAS shall deliver, install, and remove the Fence in the manner provided in this Agreement. Unless otherwise agreed upon by SAS and Lessee, the Fence will be installed to follow ground level.

2. **Payment - Prepaid Rental Contract.** Upon execution of this Agreement, Lessee shall pay SAS a nonrefundable amount stated as "Total" on the Quote which amount represents SAS's charges for delivery, installation, and removal of the Fence, and the rental of the fence for the term length stated on the Quote. If more or less fencing items are provided than stated on the Quote, the "Total" will be adjusted appropriately. The initial term of the lease ("Initial Lease Term") of the Fence shall begin on the date of installation and shall end on the end date of the term length stated on the Quote; provided that unless either party shall give written or verbal notice of termination prior to the end of the Initial Lease Term, the lease shall automatically be extended for successive one-month periods and the Lessee shall pay rent in the amount of \$ .55 per linear foot per month + tax. If during the term of this lease Lessee elects to use more or less fencing items than as provided on the Quote, the monthly rental amount will be adjusted appropriately at the subsequent monthly anniversary date from which the subject items are installed or removed.

3. **Payment - Minimum Rental Contract.** Upon execution of this Agreement, Lessee shall pay SAS a nonrefundable amount of \$ N/A + tax, which amount represents SAS's charges for delivery, installation, and removal of the Fence, and the first month's rent. The initial term of the lease ("Initial Lease Term") of the Fence shall begin on the date of installation and shall end on the same day of the next successive calendar month; provided that unless either party shall give written or verbal notice of termination prior to the end of the Initial Lease Term, the lease shall automatically be extended for successive one-month periods. Thereafter, Lessee shall pay rent in the amount of \$ N/A + tax on the monthly anniversary of the date of this Agreement.

4. **Lessee's Obligations.** Lessee shall fully cooperate in allowing SAS's installation and removal of the Fence by doing each of the following: (a) clearing sufficient working area of all obstructions and removable hazards; (b) surveying, grading, locating, and staking the Fence line and by verifying all property lines and SAS's work with the activities of all other persons at the job site, including other contractors, crews, architects, and owners. If Lessee fails to timely provide a safe and unobstructed work area SAS may, at its option, either (a) terminate this Agreement; or (b) postpone the commencement of the Initial Lease Term and install the Fence after Lessee complies with the provision of this Article 4. In either case, SAS may recover all expenses incurred as a result of such delay including labor. If SAS fails to timely install the Fence for any reason not identified above or resulting from events beyond SAS's control, Lessee shall be credited at a per diem rate for each day of delay, but Lessee shall not be entitled to: (a) terminate this Agreement, (b) obtain any other damages; or (c) withhold any other amount due hereunder. If Lessee, after SAS has begun or completed installation of the Fence, requests relocation or other departure from the information provided on Exhibit A, Lessee shall pay all expenses associated with such request.

5. **Inspection.** Lessee shall inspect the Fence within twenty-four (24) hours of installation and immediately notify SAS in writing of any objection to or defect in the Fence. Lessee's failure to do so shall constitute acceptance of the Fence "as is" and an acknowledgement that the Fence is in good repair and condition, safe and usable. Upon timely receipt of a notice of legitimate objection or defect, SAS shall, within a reasonable time, reasonably cure the problem or at its election terminate this Agreement and remove the Fence.

**6. Removal.** Upon termination of this Agreement or SAS's election to remove the Fence following Lessee's default, SAS shall remove the Fence in a diligent manner and Lessee shall freely surrender in good repair and condition and shall allow for a safe and unobstructed removal consistent with the assurances contained in Article 4. If Lessee fails to timely comply herewith, Lessee shall pay for all delay damages and losses and for destruction. Panels or fencing damaged or missing during rental period will be the responsibility of Lessee. Lessee is not required to be present during the fence removal, however SAS recommends a representative be present to document any damages or missing fencing.

**7. Repair and Maintenance.** During the term of the lease, and at all times prior to SAS's removal of the Fence, if the Fence needs maintenance, repair adjustment or relocation, SAS may, but shall not be required to, enter onto any property where the Fence is located and appropriately maintain, repair, adjust or relocate the Fence as required. Upon receipt of an invoice from SAS, Lessee shall pay SAS therefore at rates normally charged by SAS.

**8. Protections and Use.** Lessee bears all risk of loss, damage, or destruction to the Fence during the term of the lease and until SAS has recovered possession of the Fence, Lessee shall not; (a) allow any lien charge or encumbrance to be levied against the Fence; (b) sell, dispose of, transfer, assign, pledge, sublet or relocate the Fence; (c) allow others to take or assume possession of or control over the Fence or allow it to become affixed to any real property; (d) allow any damage, alteration or modification of the Fence or any part thereof, or (e) allow any personal property to be connected to the Fence. Lessee shall comply with all applicable laws, rules, regulations, and ordinances with respect to the possession, use or maintenance of the Fence.

**9. Indemnity and Insurance.** Lessee shall indemnify, defend and hold SAS and its officers, shareholders, directors, agents and employees (collectively, the "Indemnities") harmless from any and all claims and expenses, including court costs and attorneys' fees, for damages or injuries to persons or property which are related in any manner, directly or indirectly to the Fence, its use, location, installation or condition, regardless of whether injury was caused in part by the negligence, including gross negligence, of SAS or any other act or omission of the Indemnities.

**10. Default.** Lessee shall be in default upon the happening of any of the following events: (a) Lessee's failure to timely pay any rent or other amount required hereunder; (b) Lessee's failure to satisfy any provision of this Agreement within five (5) days after written demand by SAS; or (C) Lessee's cessation of business as a going concern, assignment for the benefit of creditors; insolvency, bank, or admission of inability to pay debts.

**11. Remedies.** If Lessee defaults, SAS may take any one or more of the following actions: (a) allow Lessee to remain in possession of the Fence and recover rent as the same becomes due, plus all other amounts due hereunder; (b) repossess the Fence, wherever located, with or without demand, notice, court order or other process of law and recover all unpaid rents due hereunder up to the time of such repossession, plus liquidated damages in an amount equal to 50% of all rental which would have become due from the date of repossession to the end of the then current term of this Lease, plus all other amount due hereunder, and/or (c) pursue any other remedy at law or in equity, including the exercise of lien rights. All remedies available to SAS shall be cumulative and exercisable separately or concurrently.

**12. Venue, Jurisdiction, Choice of Law.** The rights and obligations under this Agreement shall in all respects be governed by the laws of the State of Washington, and personal jurisdiction and venue in any legal action shall exist exclusively in the State or Federal Courts sitting in King County, Washington. SAS and Lessee hereby waive any claim or defense that each may have based on lack of venue or forum nonconveniens.

**13. Not Used.**

**14. Payments: Interest; Collection Expenses and Application of Payments.** Lessee's obligation to pay rent or any other amount due hereunder is an independent covenant and Lessee shall not withhold payment or assert any financial offset against such obligations for any reason whatsoever. Interest shall accrue on all amounts not timely paid at a rate which is the greater of (i) 12% per year; or (ii) the maximum rate permitted by law. SAS shall recover all expenses incurred in enforcing this Agreement, including all collection agency charges, lien fees, costs, court costs, attorney's fees, and all expenses as incurred in collecting any judgment.

**15. Warranty.** Except as otherwise specifically provided herein, SAS makes no representations or warranties of any kind, expressed, or implied with respect to the condition or performance of the Fence, or its merchantability or fitness for a particular purpose. Lessee acknowledges that the Fence is designed and intended to be only a temporary barrier for the purpose of separating Lessee's property from other property, segregating areas within Lessee's property and to discourage access to such areas. The Fence is not designed or intended to provide impenetrable security, complete isolation or protection to the area or personal property enclosed within. SAS shall have no liability to Lessee or any third part for any claim, loss or damage of any kind or nature, whatsoever resulting from the Fence or its failure to prevent access, damage, loss of property, personal injury, or loss of life.

**16. Financial Data.** Upon request by SAS, Lessee shall give true, accurate and complete credit information to SAS who may verify and/or demand supplementation thereof. Lessee hereby consents to SAS requesting and obtaining credit information concerning Lessee's financial condition or credit status from any source.

**17. Amendments Waiver.** Except by a specific written document executed by both parties, the terms, covenants, representations, warranties, or conditions of this Agreement may not be waived, amended, modified, suspended, or revoked. Forbearance or delay shall not be deemed a waiver. A single or partial exercise of any right or remedy shall not preclude further exercise thereof or the exercise of any other right or remedy.

**18. Entire Agreement.** This Agreement (including Exhibit A) contains the parties' entire understanding and supersedes all prior and contemporaneous agreements and understandings, oral, written, or implied. No documents created hereafter and concerning this lease transaction, including any work orders and purchase orders, shall prevail over this Agreement.

**19. Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties of this Agreement, and their respective successors, heirs, agents, employees, and assigns.

**20. Assignment.** This Agreement may not be assigned by Lessee without prior written consent of SAS.

**21. Arbitration.** If any dispute shall arise under this Agreement, the parties hereto agree to submit the matter to arbitration. The arbitrator shall be designated by the American Arbitration Association and the hearing shall be held in accordance with the rules of such Association. The arbitrator designated and acting under this Agreement shall make an award in strict conformity with such rules and shall have no power to depart from or change any of the provisions hereof. Expenses of the arbitration proceedings conducted hereunder shall be borne by the more prevailing party.

**22. Severance.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**23. Authority.** Each of the parties executing this Agreement warrants that it has the authority to enter into the Agreement in the capacity as indicated, and to carry out its obligations hereunder, and that no further approval of any kind is necessary to bind the parties hereto or to take such actions.

**24. Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

**SECURE A SITE, INC.:**

*Meg Krah*

By: Meg Krah

Its: President

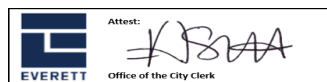
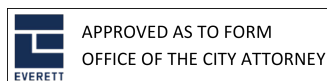
**LESSEE:** CITY OF EVERETT

*[Signature]*

By: CASSIE FRANKLIN

Its: MAYOR

04/10/2025





# QUOTE

Job #

JB-

Quote Date

Expiration Date

5931 238<sup>th</sup> St SE, Suite 1B, Woodinville, WA 98072  
(877) 727-4848/ (360) 805-4855 Fax: (425) 949-8622

<b>TO</b>  City of Everett	<b>JOB LOCATION</b>  1301 Lombard Street Everett, WA 98201
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INSTALL DATE	JOB NAME	CONTRACT TYPE	PREPAID MONTHS	PAYMENT TERMS
4/1/25	Waits Motel	MTM		

DESCRIPTION	AMOUNT
<b>Temporary Fence Rental</b>  Month-to-month rental of 324 linear feet of temporary fence panels at \$.55 per foot per month.	<b>\$178.20</b>
<b>Sales Tax: 9.9%</b>	<b>\$17.64</b>
<b>TOTAL</b>	<b>\$195.84</b>

## Comments/Conditions

Rental term is month to-month and is not pro-rated.

Additions, relocations, partial removals, and other changes are subject to additional cost. A trip charge of \$75.00 will be charged for each trip we make to the site after initial delivery except for final removal.

Panels or fencing damaged or missing during rental period will be the responsibility of Lessee. Please inspect your fence within 24 hours of installation or fence will be considered accepted 'as is'.











# Secure A Site Lombard Temp Fencing\_040925\_SD

Final Audit Report

2025-04-10

Created:	2025-04-10
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 Agreement completed.

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