



CITY OF EVERETT
PROCUREMENT DIVISION
2930 Wetmore Ave., Ste. 9-E
Everett, WA 98201
425.257.8840

INVOICE
TO

ACCOUNTING DIVISION
P.O. Box 12130
Everett, WA 98206-2130
425.257.8746
accountspayable@everettwa.gov

ORDER SUBJECT TO TERMS LISTED ON LAST PAGE

PURCHASE ORDER

P.O. No. CB 25124

SUPPLIER NAME AND ADDRESS

41385
MOBILE MODULAR
PO BOX 45043

SAN FRANCISCO CA 94145-5043

Attention:

THIS NUMBER MUST APPEAR
ON ALL INVOICES & INQUIRIES

Date: 07/29/25

Ship To: 6300 GLENWOOD AVE
EVERETT, WA 98203

Buyer: Daniel Trefethen 425-257-8905

LINE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	LT	MODULAR BUILDING, OFFICE, 12X40 WMS (NON STD), E CODE 2953 ,W/2 SETS OF STEPS	46,050.00	46050.00
2	1	LT	DELIVERY AND SET-UP	3,544.00	3544.00

ALL PRICING, TERMS AND
CONDITIONS PER COOPERATIVE
CONTRACT SOURCEWELL
#120822-MMR. TO THE EXTENT
THE TERMS AND CONDITIONS IN
THIS PURCHASE ORDER ARE
DIFFERENT THAN THE TERMS AND
CONDITIONS OF THE COOPERATIVE
CONTRACT, THE TERMS AND
CONDITIONS MOST STRINGENT ON
SUPPLIER SHALL APPLY. THE
SUPPLIER CERTIFIES BY
ACCEPTING THIS PURCHASE ORDER
THAT TO THE BEST OF ITS
KNOWLEDGE AND BELIEF THAT IT
IS NOT PRESENTLY DEBARRED,
SUSPENDED, PROPOSED FOR
DEBARMENT, DECLARED
INELIGIBLE, OR VOLUNTARILY
EXCLUDED FROM COVERED
TRANSACTIONS BY ANY FEDERAL
DEPARTMENT.

SUBTOTAL 49,594.00
9.9 TAX 4,909.81
TOTAL 54,503.81

AUTHORIZED SIGNATURE:

City of Everett Purchase Order (PO) Terms and Conditions

1. **ACCEPTANCE OF TERMS AND CONDITIONS.** Supplier shall provide the goods and/or services described in this PO in accordance with these Terms and Conditions unless otherwise noted on the face of the PO. If this PO arises from an Invitation to Bid or Quote or any other solicitation, then a binding contract is formed upon award and PO issuance and all provisions of such solicitation (including without limitation all specifications) and these Terms and Conditions are incorporated into the contract. If this PO does not arise from a solicitation, then acceptance of this PO by either Supplier's written acknowledgment or commencement of performance shall create a binding contract and shall be conclusive evidence of Supplier's full acceptance of this PO and these Terms and Conditions. If this PO arises from a cooperative contract, then all applicable provisions of the cooperative contract are incorporated into these Terms and Conditions. However, if there is a conflict between the provisions of these Terms and Conditions and the solicitation or cooperative contract, then the provision that is most stringent on Supplier and/or that grants the City greater rights shall control. If contract provisions are required by applicable federal, state, or local laws or regulations, then these Terms and Conditions are deemed to include such provisions. This PO expressly limits acceptance to the Terms and Conditions stated herein. All additional or different terms proposed by Supplier are objected to and hereby rejected unless specifically called out on the face of the PO.
2. **AMENDMENT/CHANGES:** No change to this PO (including without limitation change to any term, condition, delivery, price, quality, quantity, or specification) will be effective without the written consent of the City's Procurement Manager or designee.
3. **TERMS AND CONDITIONS RELATED TO GOODS:**
 - a. **Handling:** No charges will be allowed for handling, which includes, but is not limited to, packing, wrapping, bags, containers, or reels unless otherwise stated herein. Material Safety Data Sheets must be included with shipments of any material requiring such documentation.
 - b. **Delivery Date:** For any change to the delivery date specified on this PO, Supplier shall give prior notification and obtain written approval thereto from the City's Procurement Manager or designee. With respect to delivery under this PO, time is of the essence, and this PO is subject to termination by the City for failure to deliver when specified. The acceptance by the City of late delivery with or without objection shall not waive the City's right to claim damages for such breach or constitute a waiver of timely performance of any Supplier obligation.
 - c. **Shipping Instructions:** Unless otherwise specified on this PO, all goods must be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers and/or inside delivery, the Supplier must make delivery to that location at no additional charge. Where specific authorization is granted to ship goods to FOB shipping point, Supplier must prepay all shipping charges and route as instructed or, if instructions are not provided, route by cheapest common carrier and provide the charge for such delivery as a separate item on Supplier's invoice. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. The City reserves the right to refuse COD shipments.
 - d. **Risk of Loss:** Regardless of FOB point, Supplier agrees to bear all risks of loss, injury, spoilage, or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury, or destruction shall not release Supplier from any obligation hereunder.
 - e. **Free and Clear:** Supplier warrants that all goods delivered herein are free and clear of all liens, claims, or encumbrances of any kind.
 - f. **Identification:** All invoices, packing lists, packages, shipping notices, and other written documents relating to this PO shall contain the PO number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this PO, indicating the contents therein.
 - g. **Rejection:** All goods purchased herein are subject to approval by the City. Any rejection of goods or materials resulting because of nonconformity to the terms and specifications of this PO, whether held by the City or returned to Supplier, will be at Supplier's risk and expense.
 - h. **Warranties:** Supplier warrants that goods are new, current, and fully warranted by the manufacturer. Delivered goods will comply with the PO and be free from defects in labor, material, and manufacture. All UCC implied and express warranties are incorporated in this PO. Supplier shall transfer all warranties to the City. Supplier warrants that goods supplied under this PO conform to the description and applicable specifications, shall be of good merchantable quality, and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the goods must then be fit for that particular purpose. This is in addition to any express warranties, standard warranty, and/or service guarantees given by Supplier. Supplier warrants that goods furnished on this PO do not infringe any patent, registered trademark, or copyright.
 - i. **Price:** If price is not stated on this PO, it is agreed that the goods shall be billed at the price last quoted or paid, or prevailing market price, whichever is lower.
4. **TERMS AND CONDITIONS RELATED TO SERVICES:**
 - a. **General:** Supplier shall perform the services described in this PO in a competent and professional manner. Without a written directive of an authorized representative of the City, Supplier shall not perform any services that are in addition to, or beyond the scope of, such services. If Supplier's proposal is attached to the PO, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this PO, then Supplier expressly agrees that such conditions or terms are neither incorporated nor included into this PO unless otherwise determined by the City's Procurement Manager or designee. Reports, drawings, plans, specifications, and any other intangible property created in furtherance of the services are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Supplier is an independent contractor. The City is not liable for or obligated to pay sick leave, vacation pay or any other benefit of employment, or any social security or other tax. Supplier shall procure and maintain insurance as required under insurance requirements at: <https://www.everettwa.gov/319/Procurement>.
 - b. **Public Work:** If this PO is for construction or maintenance services or is otherwise for a public work, then (i) Supplier shall furnish all labor, tools, materials, equipment, and supplies required and shall, in a workmanlike manner, perform the work; (ii) Supplier shall comply with RCW 39.12 (Prevailing Wages), including without limitation Supplier submission of copies of "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" to the City Clerk and Department of Labor and Industries; and (iii) Supplier agrees that the Supplier shall actively solicit the employment of minority group members. Supplier further agrees that the contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Supplier shall furnish evidence of the contractor's compliance with these requirements of minority employment and solicitation. Supplier further agrees to consider the grant of subcontracts to such minority bidders on the basis of substantially equal proposals in the light most favorable to such minority businesses. The Supplier shall be required to submit evidence of compliance with this section as part of the bid.
 - c. **Willful Wage Violation Certification.** If this PO is for \$10,000 or more, then Supplier by accepting this PO certifies that, within the five-year period immediately preceding the date of this PO, Supplier has not been determined by a final and binding citation and notice of assessment issued by the WA Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. This certification covers any entity that is substantially identical to Supplier. An untrue certification by Supplier is a material breach and cause for termination.
5. **PAYMENT TERMS/TAXES/CASH DISCOUNT:** Unless otherwise stated on this PO, the terms of payment shall be net 30 days from receipt of a proper invoice. PO numbers must be noted on all invoices. Invoices will not be processed for payment until invoiced goods or services are received. Payments by the City are not assignable without the prior written consent of the City's Procurement Manager or designee. Unless otherwise provided in this PO, the City agrees to pay all State of Washington sales or use tax. No charge by Supplier shall be made for federal excise taxes, and the City agrees to furnish Supplier, upon acceptance of goods or services supplied under this order, with an exemption certificate. In the event that the City is entitled to a cash discount, the period of computation will commence on the date of delivery or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount applies, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.
6. **COMPLIANCE WITH APPLICABLE LAWS/DISCRIMINATION:** Supplier shall comply with all applicable federal, state, local laws and regulations. Supplier shall possess and maintain all necessary licenses, permits, certificates, and credentials. If applicable, Supplier shall have a valid and current City of Everett business license. Supplier agrees not to discriminate against any employee or any other person in the performance of this PO because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstances as may be defined by federal, state, or local law or ordinance.
7. **INDEMNIFICATION:** Supplier shall defend, indemnify, and hold the City, its officers, employees, and agents harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, resulting from the acts or omissions of Supplier, its contractors, agents or employees arising out of or in connection with the performance of this PO, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this PO is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Supplier and the City, the Supplier's liability hereunder shall be only to the extent of Supplier's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Supplier's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this PO.
8. **TERMINATION:** The City may terminate this PO at any time with written notice to Supplier. Upon receipt of the written notice, Supplier shall stop performance, and City shall pay Supplier for goods and services delivered and accepted. If Supplier breaches any PO obligation or is declared insolvent, the City may terminate this PO for cause with written notice to Supplier, and Supplier shall be liable for all damages, including incidental and consequential damages, resulting from such breach.
9. **COOPERATIVE PURCHASING:** Agencies that have an Intergovernmental Cooperative Purchasing Agreement with the City may purchase from City contracts, including this PO, if so stated in the solicitation. The City is not responsible for any purchase order issued by another agency.
10. **OTHER:** The laws of the State of Washington govern this PO. Exclusive venue for any dispute relating to this PO shall be in Snohomish County Superior Court. Unless otherwise provided in this PO, this PO and all records associated with the PO are subject to public disclosure by the City without notice to Supplier. If a court of competent jurisdiction declares any provision of the PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect. Any failure by the City to enforce strict performance of any provision of this PO will not constitute a waiver of the City's right to enforce such provision or any other provision of the PO. Supplier shall not assign, transfer, or encumber any rights, duties, or interests under this PO without the written consent of the City's Procurement Manager or designee.



a Division of McGrath RentCorp
 Corporate Headquarters
 5700 Las Positas Rd
 Livermore, CA 94551
 925-606-9000
 www.mgrc.com

Sale Quotation and Agreement

Quote # Q-553723
 Date of Quote 09/19/2025
 Quote Expiration Date: 10/19/2025
 Estimate Del Date
 Buyer PO#: Needed to clone

MOBILE MODULAR SOURCEWELL CONTRACT ID# 120822-MMR

Buyer Name and Billing Address	Site Information	Seller Name
City of Everett (Public Works) ("Buyer") 3201 Smith Ave Suite 200, Everett, WA 98201 Grant Moen Phone #: 425-257-8947 Sourcewell Member Account ID#49541	Grant Moen 6300 Glenwood Avenue, Everett, WA 98203 Cell: 425-257-8947	Mobile Modular Management Corporation a Division of McGrath RentCorp ("Seller") Questions? Contact: Rhonda Banghart rhonda.banghart@mobilemodular.com Direct Phone: 1 (206) 825-1136

Equipment and Accessories	Qty	Purchase Price	Extended Purchase Price	Taxable
Office, 12x40 WMS (NonStd) (Size excludes towbar.) (E Code 2953) Sourcewell 12x40 Office Trailer price @ 165/SF x 480 = \$79,200.00 (-) minus MM discount \$35,900.00 = Total \$43,300.00	1		\$43,300.00	Y
Steps, Adjustable (Used Osha Approved Steps) (open mkt)	2	\$1,375.00	\$2,750.00	Y
Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Office, 12x40 WMS (NonStd) (Size excludes towbar.) (E Code 2953)				
Delivery	1	\$875.00	\$875.00	Y
Delivery Pilot	1	\$694.00	\$694.00	Y
Block and Level Building (Includes purchase of standard pressure treaded pad and piers for blocking of unit)	1	\$1,900.00	\$1,900.00	Y
Essential Material Handling Fee	1	\$75.00	\$75.00	N
Total Estimated Charges				
			Subtotal	\$49,594.00
			Taxes	\$4,902.39
			Total Charges (including tax)	\$54,496.39

Special Notes

Additional Notes: Mobile Modular **Sourcewell** Contract#1208220-MMR. (1) 12x40 Office Trailer, sale price using standard **Sourcewell** pricing (-) minus MM discount (used building). Other sale items are using open market rates. All one-time charges except block and level, including delivery, handling fee, etc. are priced using vendor or self- performed pricing to remain at or below **Sourcewell** approved not to exceed RSMeans plus 17%Markup.

Clarifications

- The Total Price quoted in this Agreement shall be valid through the Quote Expiration Date set forth herein or for 30 days from the Date of Quote, whichever is earlier. Notwithstanding the foregoing, in the event this Agreement is signed by Buyer after the applicable expiration date, Seller shall have the option to either accept as set forth below or reject the Agreement in writing. Seller may accept the Agreement by: (1) signing the Agreement below; (2) notifying Buyer in writing of Seller's acceptance; or (3) beginning performance of the Services set forth herein.
- This transaction is subject to prior approval of Buyer's credit to the sole satisfaction of Seller.
- Buyer is responsible for proper preparation of the Site prior to delivery of the Equipment in accordance with the terms and conditions of this Agreement.
- In-fleet used Equipment is subject to availability at the time of Buyer's signing of this Agreement.
- Unless otherwise noted, all Equipment is previously leased and in used condition. Any floor plans attached or provided are conceptual only. Materials, dimensions, and specifications might vary. Detailed specifications may be available upon request.



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MOBILE MODULAR SOURCEWELL CONTRACT ID# 120822-MMR

- A down payment may be required at the time of Buyer's execution of this Agreement, as specified in the Payment section of the Sale Terms and Conditions, or as may otherwise be specified in this Agreement.
- Sales and any other taxes will be calculated based on the applicable rates at the time of invoicing and the Total Price will be adjusted accordingly.
- Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon Act wages or benefits, or other special or certified wages or benefits.



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This Sale Quotation and Agreement is entered into by and between Seller and Buyer effective as of the date signed by Buyer. This Sale Quotation and Agreement includes the terms and conditions set forth in the following two documents (collectively, the "Agreement"), each of which is incorporated herein by this reference, and together shall collectively be one integrated contract:

1. **Sale Terms and Conditions** attached hereto; and
2. ~~Supplemental Sale Terms and Conditions located at <https://www.mobilemodular.com/contractterms> as the same may be updated from time to time in the sole and absolute discretion of Lessor.~~
Supplemental Sale Terms and Conditions attached hereto.

By signing below, Seller: (1) acknowledges and agrees that it has received, read and understands the terms of this Agreement and agrees to be bound by the terms of this Agreement, including prices and specifications, and (2) instructs Seller 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. Upon execution of this Agreement, Seller shall generate a Sale Agreement Number, which shall be referenced on all Seller invoices.

No document provided by Buyer including, without limitation, Buyer's purchase orders, work orders, bills of lading, or forms for receipt or acknowledgment or authorization ("**Buyer Forms**"), nor the terms and conditions associated with such Buyer Forms, shall amend, modify, supplement, waive, or release any term or condition of this Agreement even if such Buyer Forms are signed by an agent or representative of Seller. The terms and conditions of this Agreement shall prevail over any Buyer Forms, and any inconsistent or additional terms and conditions in Buyer 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 this Agreement by and on behalf of the parties hereto.

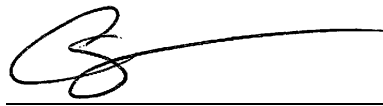
SELLER:

Mobile Modular Management Corporation
a Division of McGrath RentCorp

BUYER:

City of Everett

Signature: 

Signature: 

Name: Jordan Carpenter

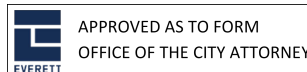
Name: Cassie Franklin

Title: Regional Operations Manager

Title: Mayor

Date: 10/1/2025

Date: 10/07/2025



Attest:





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SALE TERMS AND CONDITIONS

- SALE.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Equipment. "Equipment" means the modular buildings identified in the Agreement, and any Accessories to be furnished by Seller to Buyer. "Accessories" means any additions, attachments, add-ons, fitments, parts, components, or accessories to the modular buildings to be furnished by Seller to Buyer as may be specified in under this Agreement. In connection with its sale of the Equipment and Accessories, Seller shall also perform the services described in the Charges Upon Delivery and/or as clarified in the Special Notes portion of this Agreement, if applicable (the "Services"). This Agreement is not a construction contract or a contract for improvements to real estate or for the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance. Seller is not a designer or a manufacturer of the Equipment.
- PAYMENT.** Buyer shall pay Seller the Total Price set forth in the Agreement, which shall include all amounts owed for the Equipment, Accessories, and Services and which shall be subject to adjustments for changes, unknown conditions or unforeseen circumstances, including, but not limited to, driver waiting time, special transport permits, difficult site conditions, or increases in fuel prices, in accordance with the terms of this Agreement and subject to adjustments for all applicable taxes calculated at the time of invoicing (collectively, the "Purchase Price") on the applicable payment schedule listed below. Notwithstanding the possible payment schedules listed below, in the event that an alternate payment schedule is specified in the Special Notes of this Agreement, such alternate payment schedule shall supersede the payment schedules listed below. Any amounts not specified in the applicable payment schedule that hereafter become due from Buyer to Seller pursuant to the terms of this Agreement shall be due thirty (30) days after Buyer's receipt of Seller's invoice, unless a different payment period is provided herein. No payments due from Buyer shall be reduced by any abatement, setoff, or back charge of any kind whatsoever arising from any cause whatsoever. Neither title nor ownership of the Equipment shall pass to Buyer before the entire Purchase Price has been paid to Seller. Buyer hereby grants to Seller, to secure the payment and performance in full of all of Buyer's obligations under this Agreement, a security interest in the Equipment consistent with the provisions of Section 18 of the Supplemental Sale Terms and Conditions.

~~(a) NEW EQUIPMENT AND SERVICES PAYMENT SCHEDULE.~~

- ~~Fifty percent (50%) of the Total Price upon Buyer's execution of this Agreement.~~
- ~~Forty percent (40%) of the Total Price no less than three (3) business days prior to the scheduled delivery of the Equipment to the Site.~~
- ~~Ten percent (10%) of the Total Price Net 30 days from the date of substantial completion of Seller's scope of work (substantial completion does not include punch list items).~~

~~(b) USED EQUIPMENT AND SERVICES PAYMENT SCHEDULE.~~

- ~~Twenty-five percent (25%) of the Total Price upon Buyer's execution of this Agreement.~~
- ~~Sixty-five percent (65%) of the Total Price no less than three (3) business days prior to the scheduled delivery of the Equipment to the Site.~~
- ~~Ten percent (10%) of the Total Price Net 30 days from the date of substantial completion of Seller's scope of work (substantial completion does not include punch list items).~~

Payment due thirty (30) days after Buyer's receipt of Seller's invoice.

- SELLER SCOPE OF WORK; EXCLUSIONS; CHANGE ORDER.** Seller's scope of work is limited to (1) the procurement and/or preparation of the Equipment and Accessories (if any) to meet the specifications set forth in this Agreement; and (2) performance of the Services. The Total Price excludes all additional services, accessories, ancillary items or equipment and additional on-site labor. The following are obligations of the Buyer and specifically excluded from Seller's obligations under this Agreement: (i) permits and licensing related to the Site; (ii) Site engineering or other design services; (iii) selection or preparation of the Site (iv) utilities or temporary power, and (viii) utility connections, whether temporary or permanent. Buyer may request changes or alterations in Seller's scope of work, which Seller may or may not agree to in Seller's sole discretion. Any written change orders shall be incorporated by reference into this Agreement and subject to all Terms and Conditions set forth herein.
- SCHEDULE; BUYER DELAYS.**
 - Buyer will schedule operations such that delivery and installation of the Equipment may be carried out by Seller in one continuous operation and in proper sequence. Should there be delays in the Buyer's preparation of the Site which would delay delivery and/or installation of the Equipment, Buyer shall notify Seller no less than ten (10) days in advance of the Estimated Delivery Date. In the event Buyer fails to comply with the foregoing requirements, Buyer will reimburse Seller for actual costs and damages incurred, including a reasonable markup for overhead and profit for work performed by Seller, resulting from such delay. Any such delay resulting therefrom will extend Seller's period of performance, which may not be a day for day extension of time.
 - If Buyer delays delivery of the Equipment for any reason for thirty (30) days or longer from the original Estimated Delivery Date, Seller, in its sole discretion may take one or more of the following actions which Buyer shall be notified of in writing: (1) revise



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prices to reflect current market rates for materials, equipment or services, which Seller shall notify Buyer of in a written change order prior to delivery of the Equipment; (2) require Buyer to pay any remaining balance of the Purchase Price in full; (3) require Buyer to pay a monthly fee for storage of the Equipment; and (4) terminate the Agreement and in so doing, Buyer shall be responsible for payment to Seller of a termination fee ("Termination Fee") for the costs incurred and profits lost as a result of Seller's performance of its obligations under this Agreement prior to such termination, and which must be paid to Seller within ten (10) business days of receipt of written notice from Seller. Any partial payments previously made to Seller will be credited against the Termination Fee and amounts in excess of the Termination Fee may be refunded to Buyer. In the event that Buyer fails to timely pay the Termination Fee, Seller shall have the right to collect the full Purchase Price plus all additional costs, including attorneys' fees, incurred due to Buyer's failure to timely take delivery of the Equipment and/or to pay such Termination Fee.

5. **CANCELLATION.** It is understood and agreed between the parties that, upon the Buyer's execution of this Agreement and acceptance of all Buyer obligations set forth herein, Seller shall proceed with procurement of any materials, equipment, labor, or otherwise in the performance of its obligations hereunder and in so doing, may incur extraordinary costs and expenses. All sales are final and non-refundable upon delivery of the Equipment to the Site. Any requests to cancel this Agreement prior to delivery may or may not be accepted in Seller's sole discretion and must be agreed upon by Seller in a writing that expressly references this Agreement and provides all the terms and conditions of the cancellation. In the event Seller accepts a cancellation requested by Buyer, the terms of the cancellation will include a payment to Seller for the costs incurred and profits lost as a result of Buyer's cancellation (a "Cancellation Fee"), which must be paid to Seller within ten (10) business days of receipt of written notice from Seller. Any partial payments to Seller will be credited against the Cancellation Fee and amounts in excess of the Cancellation Fee may be refunded to Buyer. No cancellation, even if accepted by Seller, shall be effective unless and until Buyer timely and fully pays the Cancellation Fee. In the event Seller accepts Buyer's cancellation but Buyer fails to timely pay the Cancellation Fee, Seller shall have the right to collect the full Purchase Price plus all additional costs, including attorneys' fees, incurred due to Buyer's failure to complete the cancellation.
6. **EQUIPMENT INSPECTION; ACCEPTANCE.** Following delivery and installation of the Equipment, Buyer shall inspect the Equipment within forty-eight (48) hours of substantial completion of Seller's scope of work for such Equipment. Buyer shall immediately notify Seller in writing of any observed defects upon completion of such inspection and should Buyer fail to submit such written documentation within the foregoing timeframe, it shall be conclusively presumed between Buyer and Seller that Buyer has inspected the Equipment and that all Equipment is in conformance with the Agreement and has been accepted by Buyer.
7. **RISK OF LOSS.** All risk of loss or damage to the Equipment shall transfer to Buyer upon delivery of the Equipment to the Site.
8. **INSURANCE.** ~~Upon delivery of the Equipment and until Buyer has paid for the Equipment in full, Buyer shall procure and maintain, at its sole expense (including all premiums, deductibles and self-insured retentions), (i) 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 Seller as loss payee of the proceeds, and (ii) 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 Seller and its designees as additional insureds. Buyer's insurance shall be primary and non-contributory to any insurance maintained by Seller or any other additional insureds. The liability insurance policy shall contain cross-liability and waiver of subrogation provisions in favor of Seller and any other additional insureds. All evidence of all required insurance shall be in a form reasonably acceptable to Seller 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 Seller. Buyer shall provide to Seller 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 Buyer has paid for the Equipment in full. Seller will not and does not provide insurance for any of Buyer's personal property that may be in or on any Equipment. Any failure by Seller to obtain or receive certificates of insurance or any endorsements prior to delivering the Equipment to Buyer will not be deemed a waiver of Buyer's obligations to procure and maintain the insurance specified herein.~~



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Sale Quotation and Agreement

Quote #	Q-553723
Date of Quote	09/19/2025
Quote Expiration Date:	10/19/2025
Estimate Del Date	
Buyer PO#:	Needed to clone

MOBILE MODULAR SOURCEWELL CONTRACT ID# 120822-MMR

~~9. INDEMNIFICATION. TO THE FULL EXTENT NOT PROHIBITED BY LAW, BUYER, ON BEHALF OF ITSELF, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS, SUBCONTRACTORS, AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, VENDORS, MEMBERS, SHAREHOLDERS, PARTNERS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (EACH, A "BUYER PARTY," AND COLLECTIVELY, THE "BUYER PARTIES") SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS, SELLER, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS AND CONTRACTORS (INCLUDING BUT NOT LIMITED TO TRANSPORTATION AND DELIVERY VENDORS AND CONTRACTORS), AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, VENDORS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, FEES, COSTS, EXPENSES, CLAIMS, LIABILITIES, DAMAGES, PENALTIES, FINES, FORFEITURES, AND SUITS (INCLUDING COSTS OF DEFENSE, SETTLEMENT AND ATTORNEYS' FEES, ENVIRONMENTAL CONSULTANTS AND EXPERT WITNESS FEES WHETHER INCURRED IN THE ASSESSMENT OR MANAGEMENT OF ANY CLAIM OR AT TRIAL AND ON APPEAL) (COLLECTIVELY, "LOSSES") RELATING TO OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION : (1) ANY BREACH OR NON-FULFILLMENT OF ANY COVENANT, AGREEMENT, OR OBLIGATION TO BE PERFORMED BY BUYER UNDER THIS AGREEMENT, OR ANY INACCURACY IN OR BREACH OF ANY OF THE REPRESENTATIONS OF BUYER SET FORTH IN THIS AGREEMENT; (2) BUYER'S OWNERSHIP AND UTILIZATION OF THE EQUIPMENT; (3) ANY DEATH OR BODILY INJURY TO ANY PERSON OR DESTRUCTION OR DAMAGE TO ANY PROPERTY TO WHICH THE ACTS OR OMISSIONS OF A BUYER PARTY CONTRIBUTED; OR (4) ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION OF ANY BUYER PARTY OR ANY ACTION RELATED TO OR ANY USE OF ANY EQUIPMENT. If the indemnity and defense obligations in this Paragraph are otherwise prohibited by law, Buyer agrees to indemnify, defend and hold the Indemnified Parties harmless from Losses to the maximum extent permitted by Law. The indemnity and defense obligations of the Buyer under this Paragraph and those elsewhere in this Agreement and any other related agreements (i) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers compensation acts, disability acts, or other employee benefit acts, (ii) shall survive any termination or expiration of this Agreement and shall apply to Losses arising before or after the performance of any obligation under this Agreement, (iii) shall not be construed to negate, abridge, or reduce any other rights, including rights of indemnity accorded by Law to the persons or entities indemnified, and (iv) shall not be limited or diminished in any way by insurance coverage.~~

10. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE VALUE OF THE total PRICE, AND SELLER SHALL HAVE NO LIABILITY TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

11. WARRANTIES.

(a) **USED EQUIPMENT.** Except as specifically stated in Section 6(b) below, all Equipment is previously leased or used and will exhibit normal wear and tear consistent with other used equipment of similar age or use, including with respect to wall panel surfaces, ceiling tiles, windows, flooring, general appearance, etc. **BUYER ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS SOLD "AS IS, WHERE IS, AND WITH ALL FAULTS."** SELLER MAKES NO WARRANTY, GUARANTY, OR REPRESENTATION WHATSOEVER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE ADEQUACY OF THE SITE OR FITNESS OF UTILITIES AT THE SITE OR THE DURABILITY, CONDITION, QUALITY, DESIGN, CAPACITY, SUITABILITY, OR PERFORMANCE OF THE EQUIPMENT; AND SELLER EXPRESSLY DISCLAIMS, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND (C) WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY. BUYER ACKNOWLEDGES AND AGREES THAT IT HAS SELECTED AND INSPECTED ALL EQUIPMENT PRIOR TO MAKING FULL PAYMENT OF THE TOTAL PRICE OR BEFORE ACCEPTING DELIVERY AND RISK OF LOSS, AND THAT BUYER IS SATISFIED AS TO THE EQUIPMENT'S CONDITION.

(b) **NEW EQUIPMENT.** Notwithstanding any disclaimer of warranties elsewhere in the Agreement, if the Equipment purchased under this Agreement is sold as new equipment and identified as such in the Agreement, Seller warrants in accordance with this Paragraph for twelve (12) months from the date of manufacture that the Equipment shall be new upon delivery and free from major defects in materials and workmanship that prevent its normal use and operation under normal use and regular service and maintenance by Buyer. New Accessories shall carry the warranty of the manufacturer, which Seller shall assign to Buyer to the extent transferable. Provided Buyer provides written notice to Seller of any failure or defect in the Equipment within two (2) days after its discovery and within the applicable warranty period, Seller shall replace the Equipment or repair the defect. Failure to provide timely notice shall result in a limitation or voidance of this warranty. If Buyer does not grant access for repairs during normal working hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, Buyer shall bear the cost of any overtime labor. This warranty does not extend to any Equipment that has been subjected to improper use, damaged by accident or abuse, or repaired or altered by Buyer without prior written authorization from Seller. **THIS EXPRESS WARRANTY FOR NEW EQUIPMENT IS SELLER'S SOLE AND EXCLUSIVE WARRANTY AND RECOURSE UNDER THIS AGREEMENT FOR NEW EQUIPMENT, AND IT IS LIEU OF, AND SELLER EXCLUDES AND EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, GUARANTEES, AND REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND (C) WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY.**



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www.mgrc.com

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(c) **SERVICES.** Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. With respect to any Services subject to a claim under the warranty set forth in this Section, Seller shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate. The Seller shall not be liable for a breach of the warranties set forth in this Section unless: (i) Buyer gives written notice of the defective or non-conforming Goods or Services, as the case may be, reasonably described, to Seller within three (3) months of Seller's performance of the Services and within four (4) days of the time when Buyer discovers the defect. This warranty does not extend to any defect caused by accident or abuse, or repaired or altered by Buyer without prior written authorization from Seller. **EXCEPT FOR THE SERVICES WARRANTIES SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.**

(d) **MANUFACTURER WARRANTIES.** Seller hereby assigns to Buyer any warranties applicable to the Equipment received from a manufacturer to the extent such warranties are still applicable, in force and assignable. Buyer hereby waives, and agrees that it will not assert, any claim of any nature whatsoever against Seller based on any manufacturer warranties. If any manufacturer warranties that remain valid and in force cannot be assigned or made available to Buyer, Seller agrees to use reasonable efforts at Buyer's cost to enforce such warranties.

12. **DEFAULT; REMEDIES OF SELLER.** Each of the following shall constitute an "Event of Default": (1) Buyer's failure to make any required payment to Seller within ten (10) calendar days after its due date, including but not limited to Buyer's failure to make timely payments in accordance with the payment schedules in Section 2(a) through 2(b) hereof; (2) Buyer's failure in the performance of any other obligation under this Agreement and the continuance of such default for ten (10) calendar days after written notice thereof by Seller to Buyer; (3) any warranty, representation or statement made or furnished to Seller by or on behalf of Buyer proves to be false in any material respect; (4) any uninsured loss, theft, damage or destruction to, or the attempted sale or encumbrance by Buyer of, the Equipment, or any levy, seizure or attachment thereof or thereon, prior to payment of the Purchase Price in full; (5) Buyer's insolvency, dissolution, winding up, termination of existence, or cessation or discontinuance of business prior to payment of the Purchase Price in full; (6) 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, the Buyer prior to payment of the Purchase Price in full. Buyer acknowledges that any Event of Default will substantially impair the value of this Agreement to Seller; or (7) Buyer's breach of any other agreement between Buyer and Seller, regardless of whether the effective date of such agreement is before or after the Effective Date. Upon the occurrence of any Event of Default and any time thereafter prior to payment of the Purchase Price in full, Seller may exercise one or more of the following remedies: (1) terminate this Agreement; (2) declare all unpaid payments under this Agreement to be immediately due and payable; (3) direct Buyer at its expense to promptly prepare the Equipment for pickup by Seller and take possession of the Equipment wherever found, and for this purpose enter upon any premises of Buyer and remove the Equipment, without any liability to Buyer or requirement for a suit, action, bond or other proceedings; (4) use, hold, sell, lease or otherwise dispose of the Equipment on the Site or any other location without affecting the obligations of Buyer as provided in this Agreement; (6) proceed by appropriate action either in law or in equity to compel Buyer's performance or to recover damages sufficient to ensure that Seller receives the full benefit of it bargain under this Agreement, plus attorneys' fees and any other expenses paid or incurred by Seller in connection with repossession, holding, repair and subsequent disposition of the Equipment; (7) apply any deposit or down payment specified in this Agreement to payment of Seller's costs, expenses and attorneys' fees incurred in enforcing this Agreement (provided, however, nothing herein shall be construed to mean that Seller's damages are limited to the amount of such deposit or down payment); and (8) exercise any and all other rights of Seller under applicable law. These rights and remedies are nonexclusive and may be exercised concurrently or separately. Seller's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or of any other right under this Agreement or applicable law.

Sale Terms and Conditions, Rev01/14/25

SUPPLEMENTAL SALE TERMS AND CONDITIONS

1. **AGREEMENT.** These Supplemental Sale Terms and Conditions are incorporated by reference into the Sale Quotation and Agreement (defined as the "Agreement") between Seller and Buyer (as identified in the Sale Agreement). All capitalized words used and not otherwise defined in these Supplemental Sale Terms and Conditions shall have the same meanings and definitions as those used in the Agreement. As used herein, "this **Agreement**" shall mean, collectively, the Sale Agreement, the Sale Terms and Conditions, and these Supplemental Sale Terms and Conditions.
2. **MODULAR BUILDINGS AND COMPONENTS.** Buyer understands and agrees that: (a) the Equipment is only intended to be used for nonresidential purposes, such as office space, light storage or classroom facilities; (b) the Equipment is not pre-wired for features such as telephones, data lines, fire alarms, intercoms, lightning suppression, or other similar systems, and it is the responsibility of Buyer to wire the Equipment for these items or systems to meet Buyer's needs and preferences in accordance with all applicable laws; (c) Buyer is solely responsible for any utility or other connections to the Equipment; (d) in the event that the Equipment includes cabinetry/casework, such cabinetry/casework may be fabricated with particleboard, which is known to emit certain levels of formaldehyde. Buyer is hereby advised that lower emission and formaldehyde-free options are available for an additional cost. Seller shall have no liability for the effects of the emittance of certain levels of formaldehyde in connection with the Equipment.
3. **SPECIAL WAGE REQUIREMENTS.** Unless otherwise specified in this Agreement, prices do not include union labor, prevailing wages and fringe benefits under the Davis-Bacon Act, overtime provisions of the Contract Work Hours and Safety Standards Act, prevailing wages and fringe benefits under the McNamara-O'Hara Service Contract Act, or other special or certified wages or fringe benefits required in addition to those wages generally required under the Fair Labor Standards Act and applicable state and local law. It is the sole responsibility of Buyer to notify Seller, in writing, at least five (5) business days prior to execution of this Agreement, to the extent that any special or certified wage or fringe benefit requirements are applicable to Buyer's project so that they may be included in this Agreement. If Buyer does not do so, and such special or certified wage or fringe benefit requirements are required, additional charges will apply. If requested by Buyer in writing, Seller will provide payroll and other related documents to the extent that Seller is allowed by applicable law or regulation to share such documentation with Buyer. Unless explicitly agreed upon in writing by Seller, Seller does not hereby agree to participate in any project-specific reporting requirements, including but not limited to special reporting systems, software, or online portals, and, if agreed to, such participation by Seller may be subject to additional fees payable by Buyer.
4. **DELIVERY OF EQUIPMENT.** Buyer shall exercise due diligence and care in selecting a suitable Site for the Equipment and agrees that Buyer is solely responsible for: (a) providing Seller with free and clear access to the Site for (i) delivery and placement of the Equipment by truck using industry-standard delivery and set up methods and (ii) provision of any Services to be provided by Seller; (b) ensuring that the Site is dry, compacted (with a minimum soil load bearing capacity of no less than 2,500 psf) and level (defined herein as the length of the Equipment having no greater than a four (4) inch drop in forty (40) feet and the width of the Equipment having no greater than a one (1) inch drop in eight (8) feet); (c) identifying and marking all underground elements at the Site, including but not limited to utilities utilizing appropriate third-party services; (d) clearly marking the four (4) corners of the area where the equipment is to be placed as well as the location of the door, (e) clearing the area of all grass, shrubs, trees, and other similar hazards, (f) ensuring that the Equipment shall be placed in an area with adequate drainage to avoid flooding, and (g) obtaining the authority and right to place the Equipment at the Site, including, in the event that the Site is not owned by Buyer. If Buyer fails to comply with the preceding requirements and conditions prior to delivery, Seller shall be entitled to an extension of time to reschedule and complete delivery and an increase in the Purchase Price for all additional costs incurred by Seller. In the event that the Equipment must be adjusted, re-leveled or re-set due to Site or weather conditions (e.g., ground saturation, settling, instability, etc.) or due to the weight of Buyer's personal property in the Equipment, such services may, at Seller's discretion, be performed by Seller at Buyer's sole cost and expense. In the State of California, DSA-approved Equipment is subject to the following additional installation requirements: (a) the area where the equipment is placed must be graded to within 4.5 inches of level grade; and (b) under no circumstances have less than a 1,500 psf minimum soil bearing pressure. Section 8 ("Tiedowns") below is not applicable to DSA-type Equipment.
5. **HYBRID CAMPUS MAKER, ECO, ECO II AND TYPE IIB SIDE STACKABLE CLASSROOMS.** In the State of Florida Hybrid Campus Maker, Eco, Eco II and Type IIB Side Stackable Classrooms types of Equipment have a one-hour firewall on the long side walls. Buyer is duly advised that penetration of these walls may cause such Equipment to lose its one-hour fire rating and the Equipment will fail to be code compliant. Buyer shall be solely liable for any failure to maintain one-hour fire rating and code compliance in the event of any wall penetration by Buyer.
6. **TIEDOWNS.** "Tiedowns" means tiedowns, earth anchors, seismic and/or wind restraints. In the event that Tiedown installation is not expressly listed in the "Charges Upon Delivery" section of this Agreement, Buyer, at Buyer's sole judgement and discretion, has effectively rejected Seller's offer to install Tiedowns on the Equipment at the sole risk and liability of Buyer. Seller shall bear no liability for any damages to person or property in or around the Equipment or to the Equipment or any Accessories, nor shall Seller be liable for any injuries, including death, that may occur due to the lack of Tiedowns or the failure of Tiedowns. It is the sole responsibility of Buyer to ensure compliance with all requirements of any applicable governmental authority pertaining to the foundation system of the Equipment and any Tiedowns requirements. In the event that Buyer elects to have Tiedowns installed, the following terms and conditions are applicable: (a) friction-based or earth anchor seismic/wind restraint systems are rated for exposure C wind loads as defined in the plans provided to Buyer and are designed to be used on sites with a minimum soil bearing pressure as specified on such engineered plans; (b) additional charges may be incurred by Buyer for custom foundation engineering and additional or different foundation materials and/or work; (c) for an additional charge, wet-stamped engineered plans and calculations are available for seismic/wind restraint systems; (d) Seller does not warrant that Buyer's site conditions will be adequate for the seismic/wind restraint system; (e) upon request, Seller may provide a recommendation of the number of earth anchors based on the size and type of Equipment, it being understood and agreed by Buyer that Seller's recommendation is not a guaranty or warranty of any kind as to the number of required earth anchors; (f) the Warranties set forth in the Agreement do not apply to any seismic/wind restraint systems in the event that Buyer has not elected to purchase wet-stamped engineered foundation plans and calculations; (g) at the time of installation of earth anchors, in the event that ground penetration is hindered for any reason, including without limitation, by large rocks, lime, cement, or utility lines, Buyer is solely responsible for all costs associated therewith, including replacement of broken earth anchors (in the event of any damage to utility lines, the cost of repairs will be borne solely by Buyer); and (h) at the time of return of the Equipment, Seller will cut the straps of the earth anchors in order to remove the Equipment and Buyer shall be responsible for removal of the earth anchors from the Site. Seller shall not be responsible for any patching or other repairs to the Site ground surface that may be required following removal of earth anchors.
7. **PLUMBING.** If any Equipment includes plumbing systems, Buyer is solely responsible for making waste and water connections to the Equipment stub outs. Buyer is solely responsible for providing the plumbing and assembling the plumbing manifold and for final on-site connections. Seller makes no guarantees that the stub out locations or set height of the Equipment will coincide with existing stub outs, holding tanks or other connection-related items. Buyer is responsible for any malfunction of lines, valves, piping, etc. related to foreign matter, improper connection of waste/water lines, negligence or misuse, or for any other malfunction not directly attributable to a failure of the equipment to conform to the applicable warranties as set forth in this Agreement. Testing of water for chlorination, pressure or other items/issues is the sole responsibility of Buyer. If Buyer is connecting Equipment plumbing

system to temporary/portable holding tanks and/or fresh water supply tanks, whether obtained from Seller or Seller's supplier, or from an unrelated third party supplier of Buyer's.

8. **ACCESSORIES.** The following terms and conditions are applicable to the extent that any accessories are included in this Agreement. Buyer's obligations to Seller pursuant to this Agreement with respect to the Equipment (including but not limited to those relating to responsibility for damages, relocation, return, maintenance and repairs, insurance, and indemnify) shall also apply with respect to the accessories unless otherwise expressly stated.

(a) Certain accessories, including but not limited to holding tanks and generators, may present certain hazardous conditions or materials. Buyer agrees that it is fully aware of the potential hazards in using such accessories and hereby assumes all risk associated therewith.

(b) Buyer shall use, maintain, or remove any waste or hazardous materials related to any such accessories in accordance with manufacturer's recommendations and all applicable laws, rules, and regulations.

(c) **HOLDING TANKS/FRESH WATER TANKS.** For Buyer's comfort and convenience, Seller strongly recommends that Equipment containing plumbing systems be connected directly to sanitary sewer lines. In the event that Buyer elects to utilize temporary holding tanks as a means of waste disposal, Buyer is hereby advised that use of holding tanks presents additional risks, as holding tank capacity is directly affected by water usage, leaky faucets, etc. Seller shall not be liable for any loss or damage resulting from holding tanks that fill up more quickly than expected, or that overflow. Buyer is responsible for providing necessary plumbing parts, assembly of plumbing manifold and final on-site connections between the Equipment and any such holding or supply tanks. Seller makes no representations, warranties, or guarantees that the stub out locations or set height of the Equipment will coincide with the holding and/or supply tanks, or other connection-related items. Buyer may be required to trench, dig a pit or make other site-related modifications to accommodate waste and supply tanks. If fresh water tanks are provided by Seller, Buyer is hereby advised that the water is non-potable and is considered unsafe for consumption.

(d) **STAIRS.** The term "Stairs" shall mean prefabricated metal stairs, including handrails, with landings. Seller's sole responsibility with respect to Stairs is to deliver the Stairs to the Site. Notwithstanding any assembly or installation by Seller, Buyer is and shall remain solely liable for the installation and assembly of the Stairs and for any failure to comply with applicable codes, regulations and/or ordinances with respect to the Stairs after the Stairs are delivered to the Site. **BUYER HEREBY WAIVES AND RELEASES ANY CLAIM IT MAY HAVE AGAINST SELLER ARISING FROM SELLER'S INSTALLATION OR ASSEMBLY OF THE STAIRS. BUYER FURTHER AGREES THAT IT SHALL INDEMNIFY, DEFEND, AND HOLD THE SELLER HARMLESS FROM AND AGAINST ANY AND ALL LOSSES RESULTING FROM OR IN ANY WAY RELATED TO THE INSTALLATION AND ASSEMBLY OF THE STAIRS.**

(e) **RAMPS.** Buyer shall not alter ramps provided by Seller from their installed state. Any alterations or modifications of ramps may result in failure to comply with applicable code, regulations and ordinances and any such alterations or modifications, including cosmetic changes, may result in additional charges to Buyer for repairs or replacement of the ramp. Sloping Site or other conditions may impact the use of prefabricated ramps and may require customized configurations, which may result in additional charges to Buyer. Buyer is responsible for making the transition from the end of the ramp to existing grade of the Site and such transition may require grading, paving or other site work by Buyer at Buyer's sole cost and expense, to ensure finished ramp complies with all applicable codes, regulations and ordinances.

9. **ASSIGNMENT.** Buyer shall not assign this Agreement without the prior written consent of Seller. This Agreement shall be binding upon any assignee or successor of Buyer. Seller may assign any of its rights, remedies, responsibilities, and/or obligations hereunder without notice to Buyer. Buyer acknowledges that Services performed at the Site may be performed by vendors on behalf of Seller.

10. **LIENS; TITLE.** Until Buyer has paid Seller the full Purchase Price, Buyer shall keep the Equipment free and clear of any and all claims, liens, security interests, encumbrances, or attachments. Upon Seller's receipt of the entire Purchase Price, title or certificates of ownership (as applicable) to the Equipment shall transfer to Buyer, free and clear of all encumbrances. The parties shall cooperate to properly document transfer of title. The state shall assess Buyer directly for future annual registration or renewal related to modular buildings and Buyer agrees it is responsible for all charges, fees and taxes (local, state and federal) levied or assessed upon ownership, purchase, possession, use or operation of the Equipment.

11. **MARKETING DISCLAIMER.** Buyer agrees that, by executing this Agreement, it is opting-in to receive emails, phone calls, text promotions and offers from Seller. Buyer may unsubscribe at any time using the links provided in such emails.

12. **INTELLECTUAL PROPERTY.** Nothing in this Agreement shall be deemed to convey to Buyer any right, title or ownership in any intellectual property with respect to the Equipment or intellectual property owned by Seller or any third party, in whole or in part, nor be construed to designate deliverables hereunder as "works made for hire" under the U. S. Copyright Act, as amended.

~~13. **CONFIDENTIALITY.** Buyer agrees to, at all times, maintain the confidentiality of this Agreement, all terms and conditions set forth herein and all other non-public information related to the transactions consummated hereby.~~

14. **COMPLIANCE WITH LAW.** Buyer has responsibility for obtaining all licenses, permits, certificates and other approvals required by law for the placement, installation, operation, use, possession, and occupancy of the Equipment on the Site and for complying with all applicable laws, codes, regulations, ordinances, or zoning or land use restrictions. Buyer acknowledges that the Services performed at the Site may not include certain services that might be warranted for safety or required by governmental authorities, for example foundational requirements, Tiedowns, earth anchors, and seismic and/or wind restraints. **BUYER AGREES TO FULLY COMPLY WITH ALL LAWS, STATUTES, CODES, ORDINANCES, ZONING OR LAND USE RESTRICTIONS, RULES, REGULATIONS AND ORDERS OF ALL LOCAL, STATE AND FEDERAL GOVERNMENTAL AUTHORITIES APPLICABLE TO THE EQUIPMENT OR ITS PURCHASE, INSTALLATION, POSSESSION, OR USE; AND AGREES TO INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY AND ALL FINES, FORFEITURES, SEIZURES, PENALTIES OR OTHER LIABILITIES THAT MAY ARISE FROM ANY INFRINGEMENT OR VIOLATION OF ANY SUCH LAW, STATUTE, CODE, ORDINANCE, ZONING OR LAND USE RESTRICTION, RULE, REGULATION OR ORDER.**

15. **GOVERNING LAW; VENUE.** Buyer and Seller agree that this Agreement shall be governed in all respects by, and interpreted in accordance with the laws of the State of the Site or the location where the Buyer takes possession of the Equipment, without regard to its conflicts of laws' provisions. It is agreed that the venue for a legal action relating to this Agreement shall be proper only if brought in, and the exclusive jurisdiction for any disputes relating to this Agreement shall be, the Federal and State courts having jurisdiction over the Site or the location where the Buyer takes possession of the Equipment. The prevailing party in any legal proceeding arising out of this Agreement shall be entitled to recover its reasonable attorneys' fees, court costs and expert witness fees.

16. **FEDERAL CONTRACTOR.** As a federal contractor, Seller's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a). Seller shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.

17. **FORCE MAJEURE.** Notwithstanding anything to the contrary contained herein, Seller shall not be liable if its performance is delayed or prevented by any Act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood, pandemic, epidemic or global health emergency or any other cause not within the reasonable control of Seller. In such event, the period for performance will be extended for a period equal to the period Seller is so delayed or prevented. In no event shall this Paragraph be construed to excuse the failure to make a payment as required under this Agreement or extend the due date for such a payment.

18. **FINANCING STATEMENT.**

(a) For value received, Buyer hereby grants to Seller, to secure the payment and performance in full of all of Buyer's obligations under this Agreement, including without limitation Buyer's obligations to pay for all Equipment, Accessories, and Services, a security interest in and pledges and assigns to Seller the following properties, assets, and rights of Buyer, wherever located, and all products and proceeds thereof, and all books and records relating thereto: the Equipment, the Accessories, and all parts, accessions, additions, replacements, supporting obligations, products, insurance proceeds and all other proceeds thereof (all of the same being hereinafter called the "**Collateral**").

(b) Until Buyer has satisfied in full payment of the Purchase Price and performance of all of Buyer's obligations under this Agreement, Buyer represents and warrants to Seller that the Collateral will remain located at the Site listed in the Agreement, and that Buyer shall retain exclusive possession and control of the Collateral. Buyer hereby agrees to notify Seller, in writing ten (10) business days in advance of any change in the location of any Collateral and provide Seller with the new location of the Collateral.

(c) Buyer shall not sell, offer to sell, assign, lease, license, or otherwise transfer, or grant, create, permit, or suffer to exist any option, security interest, lien, or other encumbrance in, any part of the Collateral until Buyer has satisfied in full payment of the Purchase Price and performance of all of Buyer's obligations under this Agreement.

(d) Buyer agrees that at any time and from time to time, at the expense of Buyer, Buyer will promptly execute and deliver all further instruments and documents, obtain such agreements from third parties, and take all further action, that may be necessary or desirable, or that Seller may reasonably request, in order to maintain title in the Equipment and/or maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted hereby or to enable Seller to exercise and enforce its rights and remedies hereunder or under any other agreement with respect to any Collateral. Buyer hereby authorizes Seller to file or record any document necessary to perfect, continue, amend, or terminate its security interest in the Collateral, including, but not limited to, any financing statements, including amendments, authorized to be filed under the Uniform Commercial Code, without signature of Buyer where permitted by law.

19. **MISCELLANEOUS.** This Agreement may not be amended, altered, or modified except by a writing signed by both Seller and Buyer. Failure of Seller to enforce any term or condition of this Agreement shall not constitute a waiver of any rights set forth herein nor shall it in any manner affect the rights of Seller to subsequently enforce any term or condition under this Agreement. If any provision of this Agreement is found invalid, illegal or unenforceable by a court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby and the provision in question shall be modified to the extent necessary to lawfully enforce the parties' intentions. All notices, requests, demands, consents, and other communications required or permitted to be given or made hereunder shall be in writing and shall be deemed to have been duly given and received, (i) if delivered by hand, the day it is so delivered, (ii) if mailed via the United States mail, certified first class mail, postage prepaid, return receipt requested, five business days after it is mailed, or (iii) if sent by a nationally recognized overnight courier, the business day after it is sent, to the party to whom the same is so given or made, at the address of such party as set forth on this Agreement, which address may be changed by like notice to the other party hereto duly given as set forth herein. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by electronic means (including with the use of electronic signatures) by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by electronic means as if the original had been received. All obligations of any party to this Agreement that are not fulfilled at the expiration or the termination of this Agreement will survive such expiration or termination as continuing obligations of the party.











Purchase of a 12' x 40' Modular Office Trailer_10022025_SD

Final Audit Report

2025-10-07

Created:	2025-10-06
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMh0DrNFMzmeNcmjb1gsABxTfAZ_JCy3d

"Purchase of a 12' x 40' Modular Office Trailer_10022025_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
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 Agreement completed.

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