

RESOLUTION NO. 2015 - 63

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A LEASE AGREEMENT FOR TWO MOBILE MODULAR BUILDINGS WITH FURNITURE

RECITALS

WHEREAS, the County desires to enter into a contract with Williams Scotsman, Inc. for an 18-month lease of two mobile modular buildings with furniture; and

WHEREAS, Williams Scotsman Inc. was selected as the most qualified respondent to provide the equipment referenced above; and

WHEREAS, the County seeks to enter into a legally sufficient agreement to lease such equipment.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator is authorized to execute a lease agreement in substantially the same format as the attached subject to legal review and approval by the Office of the County Attorney with Williams Scotsman, Inc. for the lease of two mobile modular buildings with furniture.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 17th day of March, 2015.

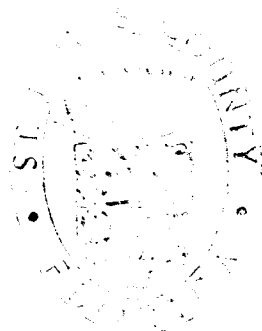
ATTEST: Cheryl Strickland, Clerk

By: Pam Halterman
Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: [Signature]
Priscilla L. Bennett, Chair

RENDITION DATE 3/19/15



THIS LEASE AGREEMENT ("Agreement"), made this _____ day of _____, 2015, by and between **Williams Scotsman, Inc.** ("Lessor"), a corporation authorized to do business in the State of Florida, with offices located at 325 Clark Road, Jacksonville, Florida, 32218-5507, and **St. Johns County** ("Lessee"), a political subdivision of the State of Florida, with administrative offices located at 500 San Sebastian View, St. Augustine, Florida 32084.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the Lessor and Lessee (collectively, "Parties") covenant and agree as follows:

1. Equipment; Modular Equipment and Value Added Products. As used in this Agreement, the following definitions shall apply:

"**Modular Equipment**" shall mean the trailer(s) and/or relocatable, modular and/or other prefabricated structure(s) supplied by Lessor.

"**Value Added Products**" shall mean the stairs; railings; ramps; awnings; fencing; furniture; kitchen equipment and food service supplies including consumables; restroom appurtenances and supplies; office products; computers, printers, monitors, scanners, and other telecommunication related devices; security systems; temporary alternative heat, electric and sanitary systems; convenience items; and any other value added products or services which are selected by Lessee and provided by Lessor which are offered with, included in, attached or appurtenant to the Modular Equipment and set forth in this Agreement.

"**Equipment**" shall collectively mean the Modular Equipment and the Value Added Products provided to Lessee by Lessor under this Agreement.

2. True Lease. This Agreement is a true lease and not a sale. Lessee shall not acquire ownership interest in the Equipment. The Equipment shall remain the sole personal property of Lessor, even though the Equipment may become affixed to, embedded in, or permanently resting upon real property.

3. Delivery; Acceptance. Upon delivery, Lessee agrees to inspect and accept the Equipment. Lessee will have five (5) business days from the date of delivery to notify Lessor, in writing, of any defects or deficiencies in the Equipment, with notice to specify each defect or deficiency in the Equipment. If Lessor receives timely written notice from Lessee as set forth herein, Lessee is deemed to accept the Equipment and acknowledges that the Equipment is in good order and operating condition as of the date of delivery. The receipt and acceptance of the Equipment by Lessee obligates Lessee to pay the Rental and all other items due under this Agreement.

4. Term of Lease; Extension. The term of this Agreement begins on {INSERT DATE}, and ends on {INSERT DATE} ("Term") or the Extension Period (as herein defined). Final Return Charges including but not limited to dismantle and return freight charges shall be payable in accordance with the rates provided in Attachment A (attached hereto and incorporated herein). At the end of the Term, upon mutual written consent of the parties hereto, this Agreement may be extended on a month-to-month basis until the Equipment is returned to Lessor (the "Extension Period"). Such consent shall specifically provide for any increase in the Rate Per Month during such Extension Period. After the end of the Term, either party may terminate this Agreement upon thirty (30) days prior written notice.

5. Site Suitability; Inspection. Lessee shall choose a firm level site accessible by truck/delivery equipment to locate the Modular Equipment and those Value Added Products, which are set

upon/installed on the site. Lessee shall own such site and/or have express legal authorization to locate the Equipment upon that same site. Lessee warrants and represents that it has exercised due diligence and care in the selection of the location it has designated for the placing of the Equipment, and further agrees to give directions and supervise the placement of such Equipment. Lessee shall not alter the manner of installation or location of the Equipment without written consent of Lessor (excluding the relocation of readily relocatable Value Added Products within the Modular Equipment for Lessee's ease of use and convenience). Lessor shall have the right to enter the premises and inspect the Equipment during normal business hours during the term of this Agreement and any Extension Period. **LESSOR DOES NOT RECOMMEND OR SUPPORT THE STACKING OF MODULAR EQUIPMENT. DO NOT STACK MODULAR EQUIPMENT UNLESS YOU HAVE THE APPROVAL OF QUALIFIED ENGINEERING PROFESSIONALS, COMPLY WITH ALL OCCUPATIONAL SAFETY DEPARTMENT AND OBTAIN ALL ZONING, BUILDING AND OCCUPANCY PERMITS. NOTWITHSTANDING ANY EXPRESS TERMS TO THE CONTRARY, LESSOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IF THE LESSEE STACKS MODULAR EQUIPMENT.**

6. Use; Maintenance; Condition. Lessee has the right to peaceably and quietly hold, use and enjoy the Equipment, subject to the terms and conditions of this Agreement. Lessee shall use the Equipment solely in the conduct of its business and in a careful and lawful manner. Lessee agrees not to remove existing nameplates or decals affixed to the Equipment. Lessee shall pay any and all fees, charges and expenses and comply with all laws relating to the use, possession, and operation of the Equipment while it is in Lessee's possession, including obtaining all applicable licenses, tests, inspections and permits related to the use and possession of the Equipment. Lessee shall maintain and keep the Equipment in good repair and safe operating condition during the term of this Agreement in accordance with the Williams Scotsman Service Guide and/or relevant available Value Added Product Guide. Lessee shall keep the Modular Equipment properly ventilated and shall not allow, or permit any condition to exist that allows standing water to accumulate in, on or under the Modular Equipment and/or any relevant Value Added Products. Lessee shall not, without Lessor's prior written consent, make any changes, alterations or improvements in or to the Equipment or remove any parts, accessories or attachments from it. In accordance with applicable law, Lessee assumes full responsibility for any Value Added Products and/or other accessories, attachments or other items missing from the Equipment upon return. If Lessee should require Modular Equipment that meets certain local codes and/or ordinances, Lessee shall notify Lessor at the time the Modular Equipment is ordered. Any special requirements with respect to the Modular Equipment shall be handled on a case-by-case basis. Lessor makes no representations as to the Equipment's compliance with federal, state, municipal or local building codes, zoning ordinances, rules, laws or other types of regulations or use codes.

7. Hazardous Materials. Lessee shall not use, release, store, dispose of, or otherwise have present any Hazardous Materials in, on, under or near the Equipment, unless Lessor shall have first consented in writing to such use or presence of Hazardous Materials, and such Hazardous Materials are used, stored, manufactured, disposed of or otherwise present in accordance with all applicable laws. "Hazardous Materials" shall mean any explosives, flammable substances, radioactive materials, asbestos, paints containing lead, materials containing urea, formaldehyde, polychlorinated biphenyls, oil, petroleum byproducts, or any other hazardous, toxic, dangerous or otherwise regulated substances, wastes, pollutants, contaminants, or biological substances (including fungi, bacteria, mold and microbial matter of any kind) whether having such

characteristics in fact or defined as such under federal, state, municipal, or local laws and regulations.

8. Rent; Fees; Taxes; Late Charges. Rent for the Equipment begins to accrue upon completion of delivery and set-up, if required, of the Equipment (the "Delivery Date"). Lessee shall pay Lessor, in advance, monthly rent for the Equipment on the due date at the Rate Per Month as provided in Attachment A to this Agreement during the Term, and at the Rate Per Month established by Lessor and Lessee in the written consent to any Extension Period. Any payment by Lessee that is not timely paid, shall be subject to an interest penalty in the maximum amount permitted by Florida law, per month of the amount in arrears for the period such amount remains unpaid. All rent payments shall be exclusive of local, state and federal taxes, Lessee is a political subdivision of the State of Florida, and therefore exempt such taxes. Payments shall be effective upon receipt. Lessor may apply any payment from Lessee against any obligation due and owing by Lessee under this Agreement, regardless of any statement appearing on or referred to in any remittance from Lessee or any prior application of payment. The receipt by Lessor of a partial payment of any amount due to Lessor endorsed as payment in full will be deemed to be a part payment only, and any endorsements or statements on the check or any letter accompanying the check shall not be deemed an accord and/or satisfaction, and notwithstanding said endorsements, Lessor may accept and deposit said check without prejudice to its right to recover the balance. Lessee's obligation to pay rent and all other amounts due hereunder shall be absolute and unconditional.

9. No Liens. Lessee, at its sole cost and expense, agrees to keep the Equipment free and clear of any and all claims, liens, security interests, encumbrances or attachments not arising out of Lessor's acts including, without limitation, mechanics' and materialman's liens.

10. Indemnity. To the extent permissible by law, Lessee agrees to indemnify and keep harmless Lessor, its parents, subsidiaries, affiliates, directors, officers, agents, employees and invitees, from and against any and all losses, claims, costs, and reasonable attorneys' fees and expenses, arising out of or related to: (a) any loss or damage to the Equipment or any part or component thereof caused by Lessee's use or operation of the Equipment; (b) the death of, injury to, or damage to the property of, any person or party related to, arising out of the delivery, installation, use, possession, condition, repair or repossession, or relocation (by other persons, employees and subcontractors) of the Equipment and any part or component thereof; and/or (c) the failure of Lessee to maintain and/or correct and lawfully use the Equipment as agreed herein. Lessor agrees to indemnify and keep harmless Lessee, its officers, agents, employees and invitees, from and against any and all claims, costs and reasonable attorneys' fees and expenses arising out of or related to the death of, injury to, or damage to the property of any person or party caused by Lessor in delivery, installation, repossession, or dismantling of the equipment and any part or component thereof. Each party shall give the other prompt notice of any claim or liability hereby indemnified against.

11. Loss; Damage. Upon delivery, Lessee assumes the risk of all loss and damage to the Equipment from all causes, including loss of use during the Term of this Agreement and any Extended Period. Upon the occurrence of the total loss of any or all of the Equipment. In the event of a total loss of the Equipment, Lessee shall pay Lessor, the value of the Modular Equipment (the "Equipment Value") as stipulated in the Agreement plus the value of all destroyed Value Added Products in accordance with Section 17, less all insurance proceeds actually paid and/or assigned to Lessor from insurance maintained by Lessee ("Total Loss Amount"). Upon Lessor's receipt of the Total Loss Amount, the Lessee's lease obligation will terminate. Lessor will transfer available

documents of ownership of the Modular Equipment to Lessee unless Lessor agrees to dispose of the Modular Equipment along with any destroyed Value Added Products at Lessee's cost and expense. In the event of loss or damage to any or all of the Equipment that does not constitute a Total Loss, Lessee, at its sole cost and expense, shall pay or reimburse Lessor, to the extent Lessor has not been paid or reimbursed from insurance maintained by Lessee, for the repair of such damage as directed by Lessor to the condition required by this Agreement. Any loss or damage to any or all of the Equipment shall not reduce or otherwise abate Lessee's obligation to pay all rental payments when due. Lessee's obligation to pay Lessor amounts pursuant to this Section 11 shall be binding upon Lessee in accordance with the terms hereof.

12. Insurance. Lessee's responsibility for the Equipment begins immediately upon delivery. Lessee shall obtain and keep in force during the entire Term or Extension Period liability and property insurance as follows: (A) **General Liability Insurance:** A 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. (B) **Property Insurance:** A policy of insurance covering all loss or damage to the Equipment, including flood and earthquake, for not less than 100% of the Equipment Value and the Value Added Products value as provided in this Agreement. (C) **General.** (1) Lessee's insurance for the Equipment shall be issued by insurance companies satisfactory to Lessor. Such insurance shall be primary, and any other coverage carried by the Lessor shall be excess and non-contributory. Within ten (10) days after the delivery of the Modular Equipment, Lessee shall provide Lessor with evidence of the required insurance. Any proceeds of such insurance shall be paid to Lessor and shall be applied to the replacement of the Equipment or payment of maintenance under this Agreement.

13. Defaults; Remedies. (A) The occurrences shall constitute a default of this Agreement ("Events of Default"): (1) Lessee shall fail to make any payment due hereunder within thirty (30) days after its due date; (2) either Lessor or Lessee shall fail to perform or observe any term, covenant, or condition of this Agreement; (3) Lessee shall have abandoned the Equipment; (4) any representation or warranty of Lessor or Lessee shall have been untrue in any material respect when made, or any information submitted by one party to the other shall be false or misleading in any material respect; or (5) Lessor fails to timely provide the Equipment as specified. (B) Upon the occurrence of an Event of Default, the non-defaulting party shall provide written notice to the defaulting party describing the occurrence and prescribing a reasonable period of time to cure. If the defaulting fails to cure the Event of Default within the prescribed period of time, the non-defaulting party may terminate this Agreement and exercise any other right or remedy available at law or in equity. Either party's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or a waiver of any term or condition of this Agreement. The prevailing party to any dispute arising from this Agreement shall be entitled to recover reasonable attorneys' fees and costs. In no instance shall either party be liable to the other whatsoever for any consequential, incidental or punitive damages, costs or expenses. No right or remedy referred to herein is intended to be exclusive, and each may be exercised concurrently or separately and from time to time. (C) **LESSEE AND LESSOR WAIVE ALL RIGHTS TO TRIAL BY JURY OF ALL CLAIMS, DEFENSES, COUNTERCLAIMS AND SUITS OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT.**

14. Return of Equipment; Termination of Lease. At the end of the Term or any Extension Period, Lessee shall make the Equipment available to Lessor, without impediment, at the Delivery Address or any other address to which Lessor has previously provided written approval of relocation of the Equipment. Any impediment to pick-up of the

Equipment may result in additional charges to Lessee as provided in Attachment A. Lessee shall provide Lessor with at least thirty (30) days advance written notice of the return of the Equipment. Lessee acknowledges and agrees that during the Extension Period all amounts for return freight, knockdown and dismantle will be billed by Lessor to Lessee at the rates provided in Attachment A. The Modular Equipment shall be "broom clean" and all Equipment shall be in the same condition as delivered to Lessee, ordinary wear and tear excepted. Termination will become effective only when the Equipment has been returned to Lessor as herein provided and Lessee has paid Lessor all rent and other charges applicable to the Equipment due and authorized under this Agreement. Lessee agrees that prior to the return of the Equipment to Lessor or upon notice of its repossession, Lessee shall, at its sole cost and expense, immediately disconnect all utilities, remove all of Lessee's personal property, and vacate the Modular Equipment leaving the Value Added Products intact and readily accessible. Lessee hereby consents to entry by Lessor or its agents upon the premises where the Equipment may be located for return or repossession of the Equipment. Lessor shall not be responsible for site restoration. Upon Termination, Lessor shall not be liable for any damage to any personal property left in or on the Modular Equipment or for keeping or storing any personal property of Lessee left in or on the Modular Equipment; such property will be deemed abandoned by Lessee. Any accessories and additions to the returned Equipment shall be deemed to be part of the Equipment and the property of Lessor. In the event Lessee fails to repair, broom clean or otherwise restore the Equipment to its condition when delivered, ordinary wear and tear excepted, Lessor shall invoice all costs incurred related to such failure and bill to Lessee, payable within thirty (30) days of receipt.

15. Limited Warranty. For as long as Lessee timely makes all payments due hereunder, Lessor warrants throughout the term of this Agreement that it will repair structural or mechanical defects in the Modular Equipment (excluding HVAC filters, fire extinguishers, fuses/breakers, light bulbs or other one course repairs or maintenance), provided that Lessee notifies Lessor in writing of any defects, malfunctions, or leaks within two (2) business days of the occurrence thereof. In any event, the liability of Lessor shall be limited solely to the repairing of defects in the Modular Equipment. Lessor shall have no liability for the repair of any defect or condition resulting from Lessee's relocation of the Modular Equipment, utilities connection, alteration of the Modular Equipment, or use of the Modular Equipment for a purpose for which it was not intended, vandalism, misuse of the Modular Equipment, or excessive wear and tear or for which timely notice is not provided to Lessor. The repair of the Modular Equipment 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 MODULAR EQUIPMENT AND ANY MAINTENANCE OR REPAIR WORK PERFORMED BY LESSOR INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.**

16. Assignment. NEITHER PARTY SHALL ASSIGN THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER. LESSEE SHALL NOT SUBLET THE EQUIPMENT WITHOUT THE EXPRESS WRITTEN CONSENT OF LESSOR. This Agreement shall be binding upon any permitted assignee or successor.

17. Value Added Products. Notwithstanding anything contained in this Agreement to the contrary, in the event of any conflict with respect to Value Added Products the following terms and conditions shall apply:

(a) Lessee shall lease the Value Added Products from Lessor and shall have no ownership rights or interests therein, except as may relate to Lessee's purchase of items which are covered by separate executed, sale agreement and/or are recognized as clearly for finite consumption (ex. kitchen, restroom and/or office supplies).

(b) Certain Value Added Products, such as portable bathrooms or generators, may contain or present certain hazardous conditions or materials. Lessee acknowledges that it is fully aware of the potential hazards in using such products and agrees to assume all risk. Lessee agrees that it shall: (i) use such products in safe manner, in accordance with all manufacturer's recommendations; (ii) perform all required maintenance on such products; and (iii) maintain and remove any waste or hazardous materials created by such products in accordance with all applicable laws, rules or regulations.

(c) Lessor shall require Lessee to execute a separate Addendum for all Value Added Products.

(d) **Limited Warranty.** The Value Added Product may be "New" or "Used" product. In the event of any defect, Lessee shall notify Lessor within (2) days of the occurrence thereof. Value Added Products shall be subject to the specific manufacturer's warranty provisions and time period, if any, as applicable to and as available for the Value Added Product. Subject to the foregoing, Lessor shall have no liability for the repair of any defect or condition resulting from Lessee's relocation of the Value Added Product, utilities connections, alteration of the Value Added Product, use of the Value Added Product for a purpose for which it was not intended, vandalism, misuse of the Value Added Product, excessive wear and tear or for which timely notice is not provided to Lessor. **LESSOR DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE VALUE ADDED PRODUCT INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE VALUE ADDED PRODUCT IS PROVIDED "AS IS" AND "WITH ALL FAULTS". LESSOR MAKES NO REPRESENTATIONS WITH REGARD TO THE USAGE OR CONDITION OF THE VALUE ADDED PRODUCTS.**

Lessee assumes all risk of loss and damage to the Value Added Products from all causes during the Term of this Agreement, and any Extended Period. The value for the Value Added Products shall be included in the Addendum for all Value Added Products. In the event of total loss or damage to any or all of the Value Added Products, Lessee agrees to pay Lessor the value for the Value Added Product(s) less all insurance proceeds actually paid and/or assigned to Lessor from insurance maintained by Lessee.

18. Miscellaneous. (a) Time is of the essence with respect to this Agreement. (b) This Agreement, when signed by both parties, constitutes the entire agreement between the parties, (except as may otherwise be noted in Section 17(c), superseding and replacing all prior documents and representations, with respect to the subject matter hereof. It may only be amended by a document signed by both parties. The terms of any documents submitted by Lessee (i) are superseded and replaced in their entirety by the terms and conditions of this Agreement and (ii) shall otherwise have no binding effect upon Lessor, its agents and employees. Acknowledgement by Lessor of any Lessee-supplied documents shall be for Lessee's billing purposes only. (c) If any provision of this Agreement is deemed unenforceable for any reason, then such provision shall be deemed stricken and shall not affect the enforceability of any of its other provisions. Notwithstanding anything contained herein to the contrary, if it should be determined by a court of competent jurisdiction that any indemnification or other protection afforded to an indemnitee under Section 10 would be in violation of or otherwise prohibited by any applicable law, then Section 10 shall automatically be deemed to be amended in a manner which provides the maximum indemnification and

other protections to such indemnitee consistent with such applicable law. (d) The obligations under Sections 8, 9, 10, 11 and 17, which accrue during the term of this Agreement, shall survive the termination of this Agreement. (e) Neither party shall be responsible for delays beyond its control. (f) **NEITHER PARTY SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, COSTS OR EXPENSES.** (g) This Agreement shall be governed by and interpreted under Florida law. Further, legal actions arising out of or related to this Agreement shall be filed and conducted exclusively in St. Johns County, Florida. The parties hereby consent to the jurisdiction of such courts and agree that such courts constitute a convenient forum. Lessor

hereby reserves its common law right of offset. (h) The prevailing party shall be entitled to all costs and expenses, including reasonable attorney's fees, incurred in enforcing any terms, covenants and indemnities provided herein. (i) Each party is hereby authorized to accept and rely upon a facsimile signature or electronic signature of the other party on this Agreement or any Amendment hereto. Any such signature shall be treated as an original signature for all purposes. (j) Each party is hereby authorized to accept and rely upon documents in paper or electronic format.

Lease Terms & Conditions, Revision 09/09/2013

DRAFT



An ALGECO SCOTSMAN Company

Williams Scotsman, Inc.
 325 Clark Road
 Jacksonville, FL 32218-5507

Your Williams Scotsman Representative
 Brandon Hurd
Phone: (904)378-0500 Ext.
Fax: (407) 851-8792
Toll Free: 800-782-1500

Contract Number:486057

Revision: 2
Date: October 07, 2014

Lease Agreement

Lessee: 10013075
 SAINT JOHNS COUNTY

 2175 MIZELL ROAD
 SAINT AUGUSTINE, Florida, 32085

Contact:
 Kevin Wiseman

 2446 Dobbs Rd
 Saint Augustine, FL, 32086
 Phone: (904) 209-0150
 Fax: (904) 209-0155

Ship To Address:
 Industry Center Rd & SR 16 (Public Works
 Dept)
 SAINT AUGUSTINE, FL, 32084

Delivery Date(on or about):
12/19/2014

E-mail: krwiseman@sjcfl.us

Rental Pricing Per Month	Quantity	Price	Extended
60x24 Redi Plex (56x24 Box) Unit Number:	1	\$1,300.00	\$1,300.00
ADA/IBC Ramp - 30' Straight w/ Min. Landing	1	\$175.00	\$175.00
Steps - ADA	1	\$40.00	\$40.00
Minimum Lease Term: 18 Months	Total Monthly Building Charges:		\$1,300.00
	Other Monthly Charges:		\$215.00
	Total Rental Charges Per Month:		\$1,515.00

Delivery & Installation	Quantity	Price	Extended
Fuel Surcharge Delivery	1	\$300.00	\$300.00
Ramp - Delivery & Setup	1	\$600.00	\$600.00
Building Modifications * Remove 72 LF of partition, repair and replace w/ existing finishes, add/relocate (2) single user ADA-RR (See attached floor plan)	1	\$9,375.00	\$9,375.00
Tiedowns into dirt	12	\$15.00	\$180.00
Block and Level	1	\$3,140.00	\$3,140.00
Delivery Freight	2	\$750.00	\$1,500.00
Vinyl skirting	160	\$13.50	\$2,160.00
	Total Delivery & Installation Charges:		\$17,255.00

Final Return Charges*	Quantity	Price	Extended
Fuel Surcharge Return	1	\$148.00	\$148.00
Tiedown- Removal	12	\$8.00	\$96.00
Skirting Removal - Vinyl LF	160	\$1.50	\$240.00
Ramp - Knockdown & Return	1	\$600.00	\$600.00
Teardown	1	\$2,250.00	\$2,250.00
Return Freight	2	\$370.00	\$740.00
	Due On Final Invoice*:		\$4,074.00
Total Charges Including (18) Month Rental, Delivery, Installation & Return**:			\$48,599.00

Summary of Charges

Model: RP6024	QUANTITY: 1	Total Charges for (1) Building(s):	\$48,599.00
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Additional Services: For your convenience, we also recommend the following items (not included in this Agreement)

BY INITIALING BELOW, Lessee: HEREBY ACKNOWLEDGES AND CONFIRMS THAT IT HAS SELECTED THE INITIALED RECOMMENDED ITEMS TO BE ADDED TO THIS CONTRACT AND AGREES TO PAY THE ADDITIONAL SPECIFIED AMOUNT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT.

Initial	Recommended Items	Billing Frequency	Qty	Price	Extended
	Plans/Permitting - Sealed Foundation & Anchor	Initial	2	\$75.00	\$150.00
	General Liability - Allen Insurance	Monthly	1	\$22.00	\$22.00



An ALGECO SCOTSMAN Company

Williams Scotsman, Inc.
325 Clark Road
Jacksonville, FL 32218-5507

Your Williams Scotsman Representative
Brandon Hurd
Phone: (904)378-0500 Ext.
Fax: (407) 851-8792
Toll Free: 800-782-1500

Contract Number:486057
Revision: 2
Date: October 07, 2014

_____ Prop Damage Waiver (11/12) Alt Monthly 2 \$85.00 \$170.00



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 325 Clark Road
 Jacksonville, FL 32218-5507

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Contract Number:486057
Revision: 2
Date: October 07, 2014

Lease Agreement

Lessee: 10013075
 SAINT JOHNS COUNTY

 2175 MIZELL ROAD
 SAINT AUGUSTINE, Florida, 32085

Contact:
 Kevin Wiseman

 2446 Dobbs Rd
 Saint Augustine, FL, 32086
 Phone: (904) 209-0150
 Fax: (904) 209-0155

Ship To Address:
 Industry Center Rd & SR 16 (Public Works
 Dept)
 SAINT AUGUSTINE, FL, 32084

Delivery Date(on or about):
 12/19/2014

E-mail: krwiseman@sjcfl.us

Rental Pricing Per Month	Quantity	Price	Extended
60x48 Redi Plex (56x48 Box) Unit Number:	1	\$2,600.00	\$2,600.00
ADA/IBC Ramp - 36' w/ switchback & steps	1	\$350.00	\$350.00
Steps - ADA	1	\$40.00	\$40.00
Minimum Lease Term: 18 Months			
		Total Monthly Building Charges:	\$2,600.00
		Other Monthly Charges:	\$390.00
		Total Rental Charges Per Month:	\$2,990.00

Delivery & Installation	Quantity	Price	Extended
Fuel Surcharge Delivery	1	\$600.00	\$600.00
Ramp - Delivery & Setup	1	\$900.00	\$900.00
Building Modifications * Remove 156 LF of partition, repair/replace w/ existing finishing finishes, add 8' base cabinet and counter w/ double stainless sink (See attached floor plan)	1	\$8,945.00	\$8,945.00
Tiedowns into concrete	22	\$15.00	\$330.00
Block and Level	1	\$9,285.00	\$9,285.00
Delivery Freight	4	\$750.00	\$3,000.00
Vinyl skirting	208	\$13.50	\$2,808.00
		Total Delivery & Installation Charges:	\$25,868.00

Final Return Charges*	Quantity	Price	Extended
Fuel Surcharge Return	1	\$296.00	\$296.00
Tiedown-Concrete Removal	22	\$8.00	\$176.00
Skirting Removal - Vinyl LF	208	\$1.50	\$312.00
Ramp - Knockdown & Return	1	\$900.00	\$900.00
Teardown	1	\$6,750.00	\$6,750.00
Return Freight	4	\$370.00	\$1,480.00
		Due On Final Invoice*:	\$9,914.00

Total Charges Including (18) Month Rental, Delivery, Installation & Return:** \$89,602.00

Summary of Charges			
Model: RP6048	QUANTITY: 1	Total Charges for (1) Building(s):	\$89,602.00

Additional Services: For your convenience, we also recommend the following items (not included in this Agreement)

BY INITIALING BELOW, Lessee: HEREBY ACKNOWLEDGES AND CONFIRMS THAT IT HAS SELECTED THE INITIALED RECOMMENDED ITEMS TO BE ADDED TO THIS CONTRACT AND AGREES TO PAY THE ADDITIONAL SPECIFIED AMOUNT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT.

Initial	Recommended Items	Billing Frequency	Qty	Price	Extended
	Plans/Permitting - Sealed Foundation & Anchor	Initial	2	\$75.00	\$150.00
	General Liability - Allen Insurance	Monthly	1	\$40.00	\$40.00



An ALGECO SCOTSMAN Company

Williams Scotsman, Inc.
325 Clark Road
Jacksonville, FL 32218-5507

Your Williams Scotsman Representative
Brandon Hurd
Phone: (904)378-0500 Ext.
Fax: (407) 851-8792
Toll Free: 800-782-1500

Contract Number: 486057
Revision: 2
Date: October 07, 2014

<hr style="width: 100%;"/>	Prop Damage Waiver (11/12) Alt	Monthly	4	\$85.00	\$340.00
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An ALGECO SCOTSMAN Company

Williams Scotsman, Inc.
 325 Clark Road
 Jacksonville, FL 32218-5507

Your Williams Scotsman Representative
 Brandon Hurd
 Phone: (904)378-0500 Ext.
 Fax: (407) 851-8792
 Toll Free: 800-782-1500

Contract Number:486057
Revision: 2
Date: October 07, 2014

Lease Agreement

Lessee: 10013075
 SAINT JOHNS COUNTY

 2175 MIZELL ROAD
 SAINT AUGUSTINE, Florida, 32085

Contact:
 Kevin Wiseman

 2446 Dobbs Rd
 Saint Augustine, FL, 32086
 Phone: (904) 209-0150
 Fax: (904) 209-0155

Ship To Address:
 Industry Center Rd & SR 16 (Public Works Dept)
 SAINT AUGUSTINE, FL, 32084

Delivery Date(on or about):
 12/22/2014

E-mail: krwiseman@sjcfl.us

Rental Pricing Per Month	Quantity	Price	Extended
Furniture - Rental	1	\$2,425.00	\$2,425.00
BUDGETARY ESTIMATE - Exact measurements & configuration TBD based on building's final design: "QUAD": (6) Herman Miller powered workstations, L-shape, 6' x 8' with corner worksurface, minimum 2 receipts, double overhead storage with task lights, and pedestal, (13) powered Herman Miller workstations, straight, 6' x 2', minimum 2 receipts, single overhead storage with task light, pedestal, (19) commercial grade, swivel office chairs, rated 310# capacity, (30) guest chairs with padded arms, (4) 60 x 24 tables with locking casters and cable management, (1) 2-drawer storage file / printer stand, (1) Refrigerator, full size, 18 cubic feet, (1) locker unit consisting of 15 lockers, stand 5 high, 12" x 15" x 12" for each unit; "DOUBLE": (4) Herman Miller powered workstations, L-shape, 6' x 8' with corner worksurface, minimum 2 receipts, double overhead storage with task lights, and pedestal, (4) powered Herman Miller workstations, straight, 6' x 2', minimum 2 receipts, single overhead storage with task light, pedestal, (18) commercial grade, swivel office chairs (desks & conference room), rated 310# capacity, (5) guest chairs with padded arms, (1) 10' conference table, (1) 2-drawer storage file / printer stand, (1) 60 x 24 table with locking casters and cable management			
Miscellaneous	1	\$0.00	\$0.00
Minimum Lease Term: 18 Months			
Total Monthly Building Charges:			\$0.00
Other Monthly Charges:			\$2,425.00
Total Rental Charges Per Month:			\$2,425.00
Delivery & Installation			
Product/Services Delivery	1	\$5,000.00	\$5,000.00
Total Delivery & Installation Charges:			\$5,000.00
Final Return Charges*			
Due On Final Invoice*:			\$0.00
Total Charges Including (18) Month Rental, Delivery, Installation & Return**:			\$48,650.00

Summary of Charges

Model: MISC	QUANTITY:	Total Charges for () Building(s):	\$0.00
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Additional Services: For your convenience, we also recommend the following items (not included in this Agreement)

BY INITIALING BELOW, Lessee: HEREBY ACKNOWLEDGES AND CONFIRMS THAT IT HAS SELECTED THE INITIALED RECOMMENDED ITEMS TO BE ADDED TO THIS CONTRACT AND AGREES TO PAY THE ADDITIONAL SPECIFIED AMOUNT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT.



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Jacksonville, FL 32218-5507

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INSURANCE REQUIREMENTS ADDENDUM

Table with 4 columns: QTY, PRODUCT, EQUIPMENT VALUE/BUILDING, DEDUCTIBLE PER UNIT. Rows include RP6024, RP6048, and MISC.

Lessee: SAINT JOHNS COUNTY

Pursuant to Section 12 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.

Commercial General Liability Insurance

Lessee is providing Commercial General Liability Insurance in accordance with the requirements set forth Section 11 of the Lease and will provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

Commercial Property Insurance

Lessee is providing Commercial Property Insurance in accordance with the requirements set forth Section 12 of the Lease and will provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

By signing below, the Lessee agrees to the terms and conditions stated herein. All other 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.

Otherwise, if elected on preceeding pages:

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: _____



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Clarifications

*Final Return Charges are estimated and will be charged at Lessor's market rate at time of return for any Lease Term greater than twelve (12) months. **All prices exclude applicable taxes. All Lessees and Leases are subject to credit review. In addition to the stated prices, customer shall pay any local, state or provincial, federal and/or personal property tax or fees related to the equipment identified above ("Equipment")...

Invoicing Options (select one)

[]Paperless Invoicing Option
Williams Scotsman now issues paperless invoices via email, an efficient, convenient & environmentally friendly process. Go green and provide us with the proper email address for your invoices.
A/P Email: _____

[]Standard Mail Option
Invoices will be mailed to:
2175 MIZELL ROAD
SAINT AUGUSTINE Florida 32085
Enter a new billing address: _____

Signatures

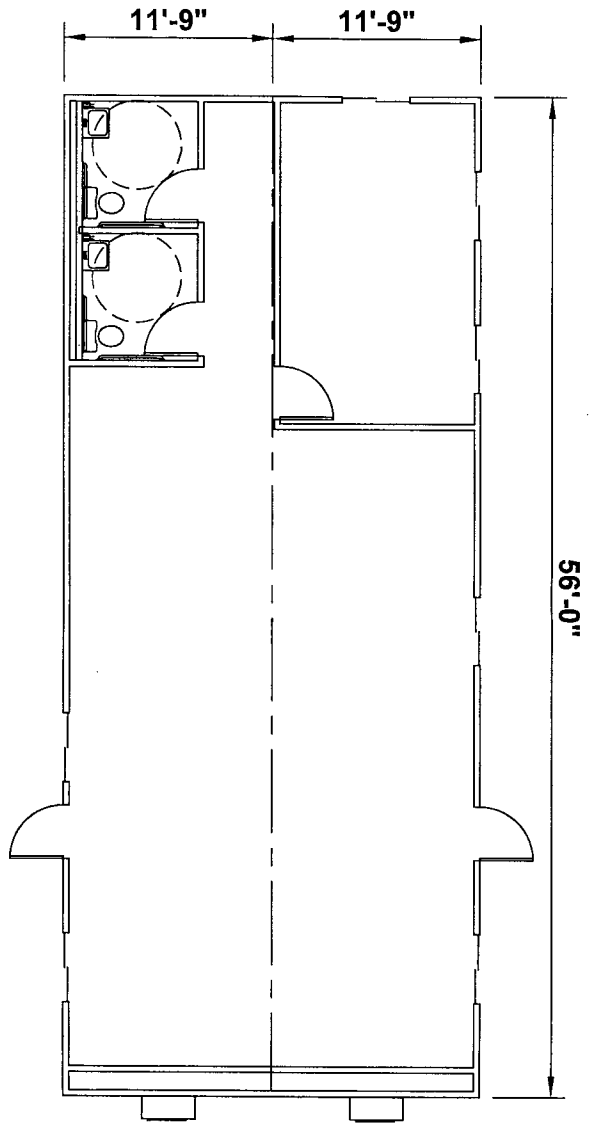
Table with 2 columns: Lessee (SAINT JOHNS COUNTY) and Lessor (Williams Scotsman, Inc.). Rows include Signature, Print Name, Title, Date, and PO#.

PLEASE RETURN SIGNED AGREEMENT TO: JAXLeases@willscot.com

WILLIAMS
SCOTSMAN
ANALGECO SCOTSMAN Company

800.782.1500
WWW.WILLISCOT.COM

ST JOHNS COUNTY
PUBLIC WORKS
FLOOR PLAN



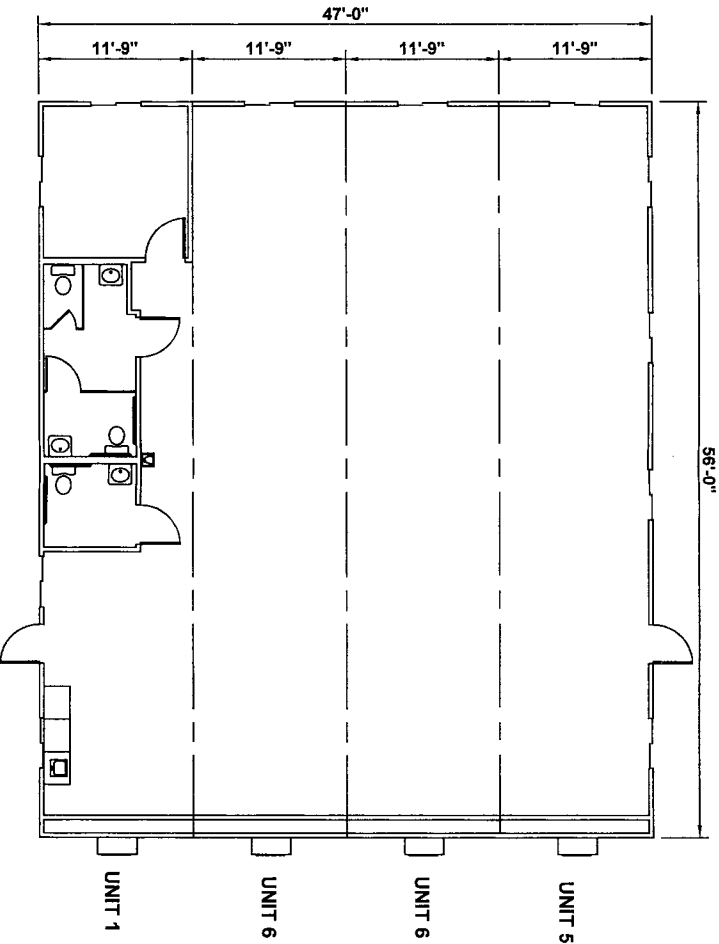
DATE	BY	REVISION
3/22/14	ASB	APPROVAL:
3/22/14	ASB	BRANDON HIRD
3/22/14	ASB	DOM STY
3/22/14	ASB	DOM STY
3/22/14	ASB	DOM STY
3/22/14	ASB	DOM STY
3/22/14	ASB	DOM STY
3/22/14	ASB	DOM STY
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3/22/14	ASB	DOM STY

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 SCOTSMAN REPRESENTATIVE.
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WILLIAMS
SCOTSMAN
 ANALOGEO SCOTSMAN COMPANY

800.782.1500
 WWW.WILLSCOT.COM

ST JOHNS COUNTY
 PUBLIC WORKS
 FLOOR PLAN



CAD FILE:	WS2014-0744	PNIC #	A-1	REV#	0	REV.	BRANDON HURD	APPROVAL
DATE:	3/22-11	REVISION:		DATE:	10-14-14	DATE:		DATE:

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