

CITY COUNCIL

The City of Orange Township, New Jersey

DATE May 19, 2020

NUMBER 224-2020(WO)

TITLE: A RESOLUTION AUTHORIZING AND RATIFYING THE AWARD OF AN EMERGENCY CONTRACT BETWEEN THE CITY OF ORANGE TOWNSHIP AND WILLIAMS SCOTSMAN, INC., 100 PENNVAL ROAD, WOODBRIDGE, NJ 07095 CONTRACT NUMBER R160101 UNDER THE OMNIA PARTNERS NATIONAL COOPERATIVE TO PROVIDE TRAILERS FOR THE EOC ANNEX AND DECONTAMINATION CENTER IN RESPONSE TO THE COVID-19 PANDEMIC IN AN AMOUNT NOT TO EXCEED \$32,250.86.

WHEREAS, the emergency appropriation is being made to meet a pressing need for public expenditure to protect and promote the public health, safety and welfare of the citizens of the City of Orange Township and its first responders; and

WHEREAS, on March 9, 2020 Governor Murphy, through Executive Order No. 103, issued a state of emergency due to the COVID-19 Pandemic; and

WHEREAS, in responsive to COVID-19 Coronavirus Pandemic, trailers to serve as an EOC Annex and decontamination center need to be purchased for the safety of protecting the residents, as well as employees of the City of Orange Township; and

WHEREAS, The City of Orange Township membership in the OMNIA Partners National Cooperative will be addressed in resolution 223-2020(WO); and

WHEREAS, N.J.S.A. 40A:11-6. Emergency Contracts, any contract may be negotiated or awarded for a contracting unit without public advertising for bids and bidding therefore, notwithstanding that the contract price will exceed the bid threshold, when an emergency affecting the public health, safety of welfare requires immediate delivery of goods or the performance of services; and

WHEREAS, the Qualified Purchasing Agent is satisfied that an emergency exists and recommends that a contract be awarded to Williams Scotsman, Inc.; and

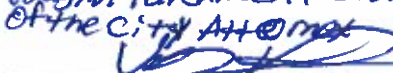
WHEREAS, on April 6, 2020 the City entered into an emergency contract with Williams Scotsman, Inc. and is requesting ratification of the contract by the City Council for the City of Orange Township; and

WHEREAS, the initial contract with Williams Scotsman, Inc. was for 3 months at the rate of \$16,125.43,

WHEREAS, the City is also seeking to continue the services for additional 3 months at the same rate of \$16,125.4, making the total amount not to exceed \$32,250.86 for a six month rental; and

WHEREAS, the availability of funds is being provided through an emergency appropriation.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Orange Township be and hereby authorizes and ratifies the award of a contract with Williams Scotsman, Inc. to provide for the EOC annex and decontamination center in response to the COVID-19 Pandemic under the emergency provisions established by N.J.S.A. 40A:11-6, in an amount not to exceed \$32,250.86.

*Youghn Parchment on behalf
of the City Att@ny*

CITY ATTORNEY

BE IT FURTHER RESOLVED that this contract is awarded without competitive bidding as an "Emergency Contract" in accordance with N.J.S.A. 40A:11-6 of the Local Public Contracts Law because an emergency affecting the public health, safety or welfare requires the immediate delivery of goods and services.

BE IT FURTHER RESOLVED that notice of this action shall be printed once a City of Orange Township designated publication as required by law within ten (10) days of its passage.

Adopted:

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President



Williams Scotsman, Inc.
 100 Pennval Road
 Woodbridge, NJ 07095-3869

Your Williams Scotsman Representative
 James Steoger
 Phone: (732)404-9550
 Fax:
 Email: jssteoge@willscot.com
 Toll Free: 800-782-1500

Contract Number: 1254627
Revision: 5
Date: April 06, 2020

Lease Agreement

Lessee: 20827241 City of Orange Township 29 NORTH DAY STREET ORANGE, New Jersey, 07050	Contact: Kathrina Nease 29 NORTH DAY STREET ORANGE, NJ, 07050 Phone: 862.438.0647 Fax: +1.973.676.1593	Ship To Address: 164 South Day Street ORANGE, NJ, 07050
		Delivery Date(on or about): 4/13/2020
E-mail: knease@orangenj.gov		

Rental Pricing Per Month	Quantity	Price	Extended
60x12 Mobile Office (56x12 Box) Unit Number:	1	\$1,041.00	\$1,041.00
Property Damage Waiver (11/12)	1	\$70.00	\$70.00
ADA/IBC Ramp -w/ switchback	1	\$660.00	\$660.00
ADA/IBC Step w/ Canopy	1	\$105.00	\$105.00
General Liability - Allen Insurance	1	\$22.00	\$22.00
Restroom w/ 1x Weekly Service	1	\$990.00	\$990.00
Window/Door Security Bundle - 40+	1	\$32.00	\$32.00
Prof. Cafe Package T2	1	\$166.00	\$166.00
Minimum Lease Term: 3 Months			
		Total Monthly Building Charges:	\$1,041.00
		Subtotal of Other Monthly Charges:	\$2,045.00
		Total Rental Charges Per Month:	\$3,086.00

Delivery & Installation	Quantity	Price	Extended
Ramp - Delivery & Installation	1	\$1,367.65	\$1,367.65
Restroom System Installation	1	\$700.00	\$700.00
Tiedowns into dirt	10	\$93.48	\$934.80
Block and Level	1	\$517.02	\$517.02
Delivery Freight	1	\$720.00	\$720.00
		Total Delivery & Installation Charges:	\$4,239.47

Final Return Charges*	Quantity	Price	Extended
Tiedown-Dirt Removal	10	\$33.33	\$333.30
Ramp - Knockdown & Return	1	\$1,367.65	\$1,367.65
Teardown	1	\$207.01	\$207.01
Return Freight	1	\$720.00	\$720.00
		Due On Final Invoice*:	\$2,627.96

Total Charges Including (3) Month Rental, Delivery, Installation & Return:** **\$16,125.43**

Summary of Charges		
Model: MO6012	QUANTITY: 2	Total Charges for (2) Building(s): \$32,250.86



Williams Scotsman, Inc.
 100 Pennval Road
 Woodbridge, NJ 07095-3869

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INSURANCE REQUIREMENTS ADDENDUM

QTY	PRODUCT	EQUIPMENT VALUE/BUILDING	DEDUCTIBLE PER UNIT
2	MO6012	\$30069.00	\$3000.00

Lessee:City of Orange Township

Pursuant to 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:

- 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.
- Commercial Property Insurance:** covering all losses or damage, in an amount equal to 100% of the Equipment Value set forth in the Lease providing protection against perils included within the classification and special extended perils (all "risk" insurance), naming the Lessor as Additional Insured and Loss Payee.

By signing below, the Lessee agrees to the terms and conditions stated herein. All other general Terms and Conditions of the Agreement shall remain the same and in full force and effect. Each party is hereby authorized to accept and rely upon a facsimile or electronic signature of the other party on this Addendum. Any such signature shall be treated as an original signature for all purposes.

Commercial General Liability Insurance

Lessee elects to participate in the Commercial General Liability Insurance Program, whereby Lessee will receive insurance coverage through American Southern Insurance Company ("Insurer") and administered by Allen Insurance Group ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party liability policy that covers those amounts that Lessee is legally obligated to pay due to bodily insurance and property damage arising from the proper use and occupancy of Equipment leased from Williams Scotsman up to the policy limits. Coverage is subject to underwriting and specific terms and conditions set forth in the policy. An outline of cover is available upon request. By signing below, Lessee understands and agrees that the Lessor is not providing the insurance coverage and serves only as a billing agent for the Insurer and its Agent; and, accordingly, it assumes no liability therefore.

Signature of Lessee: christopherhartwyk Print Name: Christopher hartwyk Date: 4/6/2020

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 the Lease Agreement. Lessee remains liable to Williams Scotsman for the amount of the damage deductible per unit of equipment noted above. Please refer to the Agreement for specific details on coverage, exclusions and restrictions on coverage. The Property Damage Waiver is not and shall not constitute a contract for insurance.

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

Please return this signed document with the signed lease agreement



Williams Scotsman, Inc.
100 Pennval Road
Woodbridge, NJ 07095-3869

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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"), its value or its use. Lessee acknowledges that upon delivery of the Equipment, this Agreement may be updated with the actual serial number(s), delivery date(s), lock serial number(s), etc, if necessary and Lessee will be supplied a copy of the updated information. Prices exclude taxes, licenses, permit fees, utility connection charges, site preparation and permitting which is the sole responsibility of Lessee, unless otherwise expressly agreed by Lessor in writing. Lessee is responsible for locating and marking underground utilities prior to delivery and compliance with all applicable code requirements unless otherwise expressly agreed by the Lessor in writing. Price assumes a level site with clear access. Lessee must notify Lessor prior to delivery or return of any potentially hazardous conditions or other site conditions that may otherwise affect delivery, installation, dismantling or return of any Equipment. Failure to notify Lessor of such conditions will result in additional charges, as applicable. Physical Damage & Commercial Liability insurance coverage is required beginning on the date of delivery. Lessor is not responsible for changes required by code or building inspectors. Pricing is valid for thirty (30) days.

Please note the following important billing terms:

- In addition to the first month rental and initial charges, last month rent for building, other monthly rentals/service (excluding last month for General Liability Insurance and Property Damage Waivers), will be billed on the initial invoice. Any amounts prepaid to Williams Scotsman will be credited on the final invoice.
- Invoices are due on receipt, with a twenty (20) day grace period. Interest will be applied to all past due amounts.
- Invoices are due on receipt, with a twenty (20) day grace period. Late fees will be applied to all past due amounts.
- Williams Scotsman preferred method of payment is ACH. Payments made by check are subject to a Paper Check Fee, charged on the next invoice following payment by check.
- Williams Scotsman preferred method of invoicing is via electronic transmission. Customers are encouraged to provide an email address or use BillTrust. Invoices sent standard mail are subject to a paper invoice fee, charged on the following invoice.

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor Modular Equipment and Value Added Products (as such items are defined in Lessor's General Terms & Conditions) selected by Lessee as set forth in this Agreement. All such items leased by the Lessee for purposes of this Lease shall be referred to collectively as the "Equipment". By its signature below, Lessee hereby acknowledges that it has read and agrees to be bound by the Lessor's General Terms & Conditions (09-01-19) located on Lessor's internet site (<https://www.willscot.com/About/terms-conditions>) in their entirety, which are incorporated herein by reference and agrees to lease the Equipment from Lessor subject to the terms therein. Although Lessor will provide Lessee with a copy of the General Terms & Conditions upon written request, Lessee should print copies of this Agreement and General Terms & Conditions for recordkeeping purposes. Each party is authorized to accept and rely upon a facsimile signature, digital, or electronic signatures of the other party on this Agreement. Any such signature will be treated as an original signature for all purposes and shall be fully binding. The undersigned represent that they have the express authority of the respective party they represent to enter into and execute this Agreement and bind the respective party thereby.

Invoicing Options (select one)

Paperless Invoicing Option
Williams Scotsman prefers electronic invoicing, an efficient, convenient and environmentally friendly process. To avoid fees, provide us with the proper email address for your invoices.

A/P Email _____
A/P Email on File: _____

Standard Mail Option
Customer prefers to receive paper invoice via mail. Fees may apply. Invoices will be mailed to:

29 NORTH DAY STREET
ORANGE New Jersey 07050

Enter a new billing address: _____

Signatures

Lessee::	City of Orange Township	Lessor:	Williams Scotsman, Inc.
Signature:	<i>christopherhartwyk</i>	Signature:	
Print Name:	Christopher Hartwyk	Print Name:	
Title:	Business Administrator	Title:	
Date:	04/6/2020	Date:	
PO#	CV19.00726		

PLEASE RETURN SIGNED AGREEMENT TO: NYCLeases@willscot.com

**Supplemental Addendum To Williams Scotsman, Inc. Lease Agreement (1254627)
For Modular Buildings Used For Applications Related to
Pathogen Testing, Examination, Treatment, Or Quarantine Rev 3.17.20**

1. Williams Scotsman, Inc. (hereinafter also, "Williams Scotsman") and Lessee [collectively, "the Parties"] agree to incorporate by reference this Supplemental Addendum ("Addendum") to the Lease Agreement, National Account Agreement or Master Lease Agreement, as applicable dated _____) ["Lease Agreement"] entered into by and between the parties for lease of the modular Equipment and related value added products and services and ancillary accessories or equipment described therein ("the Equipment"). In the event of conflict between the Lease Agreement and the terms and conditions of this Addendum, the terms of the Addendum shall control. The Parties recite as consideration for this Addendum the terms of the Lease Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. The Parties acknowledge that the Equipment will be used for applications relating to testing, examination, treatment, and/or quarantine of persons who have, or may have, tested positive for one or more microbial pathogens or contagious diseases, including without limitation, the COVID-19 virus. Lessee acknowledges and agrees that the use of the Equipment for these purposes shall be at the sole risk and liability of Lessee, including without limitation the death or illness of any person in relation to such testing, examination, treatment, or quarantine. The term "person" for the purposes of this provision, shall include all persons employed, or retained as independent contractors, to perform such testing, examination, treatment, or quarantine or any party or person that comes into contact with the Equipment while in the possession of the Lessee.

Cleaning And Disinfection

3. Lessee shall clean and disinfect the Equipment during its use and occupancy of the Equipment and upon the time which it vacates the Equipment. Lessee shall perform such cleaning and disinfection using cleaning solutions that strictly comply with all applicable CDC, WHO, or other regulatory or governmental agencies for cleaning and disinfecting areas for COVID-19, including without limitation, using products with EPA-approved emerging viral pathogens claims ("Regulatory Guidelines"). When Lessee vacates the Equipment, prior to the cleaning and disinfection process, Lessee shall promptly remove from the Equipment all of its personal property, together with all equipment and materials used for the cleaning and disinfection work. Lessee shall ensure that the Equipment is returned to Williams Scotsman in clean condition, free of all waste and debris and in the same condition as delivered to Lessee. After completion of the cleaning and disinfection work, Lessee shall ensure that no party or person accesses the Equipment at any time and it shall be Lessee's sole responsibility to comply with all federal, state, local or other applicable law governing the disposal of medical waste. Lessee shall contractually require the same duties of compliance set forth herein from any vendor or subcontractor performing any cleaning or disinfection services. Lessee understands and agrees that Lessor reserves its right to have its own third party clean and disinfect the Equipment at the Lessee's sole cost and expense, prior to the removal of the Equipment from site.

4. After Lessee vacates the Equipment as set forth in this Addendum, Lessee shall notify the Lessor that the Equipment is ready for removal by Williams Scotsman. The Lessee shall ensure that the Equipment has been vacated for a period of time that is in compliance with any regulatory guidance by the CDC, WHO or other governmental agencies (the "Vacated Period") prior to contacting Williams Scotsman for removal. Lessee shall be solely responsible for preventing access to and securing the Equipment during the Vacated Period and until the date Williams Scotsman completes its removal of the Equipment from the Lessee's site.

5. Rent shall continue to accrue until the date of completed removal of the Equipment by Williams Scotsman. Lessee understands and agrees that Lessee is required to provide Lessor with a minimum of thirty (30) days' advance written notice of its return of the Equipment and agrees that Lessor's time frame for removal of the Equipment, after Lessee notifies Williams Scotsman that the Equipment is ready for removal, may need to be extended due to availability of resources, vendors, or other circumstances beyond Lessor's control.

Release, Indemnity, Defense, And Additional Insured Status

6. In addition to Lessee's indemnity and defense obligations set forth in the Lease Agreement, to the maximum extent permitted by applicable law, Lessee agrees to release, indemnify, defend and hold harmless Williams Scotsman, its agents and employees, from and against any and all losses, claims, fines, attorneys' fees and expenses, related to: (a) the death of, illness of, or injury to, or damage to the property of, any person or party arising from or related to use of the Equipment as set forth in paragraph 2 herein; and/or (b) the failure of Lessee to strictly comply with the Regulatory Guidelines as set forth in paragraph 3 herein; and/or (c) the failure of Lessee to comply with applicable federal, state, or local law in Lessee's use of the Equipment, including without limitation Lessee's reporting and/or recordkeeping obligations pursuant to OSHA and other applicable law. Lessee's obligations to defend and indemnify Williams Scotsman shall survive the expiration or earlier termination of this Agreement in all circumstances. The duty to defend pursuant to this section is independent from the duty to indemnify, arises immediately upon the presentation of a claim by any party, and exists regardless of whether fault is ultimately apportioned to Williams Scotsman by any forum. In addition to the Lessee's obligations of indemnity and defense herein, Lessee shall name Lessor as an additional insured on all policies of insurance providing applicable coverage for all losses, including without limitation those losses indemnified against in this paragraph 6 herein.

Government Taking

7. In the event the government confiscates or otherwise exercises its right of eminent domain over the Equipment, the Equipment shall be declared a total loss and Lessee shall be responsible to pay Williams Scotsman for the value of the Equipment as set forth in the Lease Agreement or, if no such value is listed, Lessee shall pay the Lessor the value of the Equipment as determined by Lessor.

Right To Decline Services

8. Williams Scotsman shall have the right, at its sole discretion, to decline repair or relocation services during the pendency of the Lease Agreement in relation to any Equipment leased for the purposes of microbial pathogen testing, examination, treatment, or quarantine.

Pricing

9. Any pricing tiers, or specific pricing set forth as part of a Lessee's Lease Agreement, if applicable, shall not apply for the uses as described in this Addendum.

IN WITNESS WHEREOF, Lessee, intending to be legally bound, has caused its duly authorized officer(s) to execute this Addendum as of the date provided below.

LESSEE

By: Christopher Hartwyk

Printed name: Christopher Hartwyk

Title: business Administrator

Date: 4/06/2020

WILLSCOT

Supplemental Addendum, Warranty Disclaimer, and Waiver Regarding Use of Modular Buildings and Equipment

1. Williams Scotsman, Inc. (hereinafter also, "Williams Scotsman") and Lessee [collectively, "the Parties"] agree to incorporate by reference this Supplemental Addendum ("Addendum") to the Lease Agreement, National Account Agreement or Master Lease Agreement, as applicable dated _____) ["Lease Agreement"] entered into by and between the parties for lease of the modular Equipment and related value added products and services and ancillary accessories or equipment described therein ("the Equipment"). In the event of conflict between the Lease Agreement and the terms and conditions of this Addendum, the terms of the Addendum shall control. The Parties recite as consideration for this Addendum the terms of the Lease Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. **LESSEE ACKNOWLEDGES THAT THE RELOCATABLE MODULAR EQUIPMENT IS NOT AND HAS NOT BEEN MANUFACTURED, CODED, PERMITTED, APPROVED, OR OTHERWISE DESIGNED OR INTENDED FOR OVERNIGHT OR RESIDENTIAL USE OR ACCOMMODATION, MEDICAL USE, ASSEMBLY USE, OR ANY OTHER USE NOT SPECIFICALLY INDICATED ON THE UNIT DATA PLATE OR BUILDING PLANS AT THE TIME OF MANUFACTURE ("OTHER USES").** Therefore, the Equipment may not be equipped with fire detection or suppression systems, carbon monoxide detectors, or other life, health, safety equipment or specifications that may be required for such Other Uses. Lessee plans to utilize the Equipment for such Other Uses and understands and agrees that any such Other Uses shall be at the sole risk and liability of Lessee, including without limitation the death, injury, or illness of any Person in relation to such Other Uses. The term "Person" for the purposes of this provision, shall include Lessee's officers, employees, vendors, subcontractors, guests, licensees, or invitees, or any other person that enters the Equipment while in the possession of Lessee. Lessee shall comply with all federal, state, and local laws, codes, statutes, regulations, and ordinances applicable to the Other Uses, and shall obtain all necessary approvals for such Uses from any applicable jurisdiction. **LESSEE SHALL BE SOLELY RESPONSIBLE FOR, AND BEAR ALL COSTS RELATING TO, ANY MODIFICATION, SERVICE, OR MAINTENANCE OF THE EQUIPMENT AS NECESSARY TO COMPLY WITH THE REQUIREMENTS OF ANY FEDERAL, STATE, OR LOCAL CODE, STANDARD, LAW, STATUTE, REGULATION, OR ORDINANCE RELATING TO SPECIFIC STATE OR LOCAL CODES OR THE OTHER USES OF THE EQUIPMENT. WILLIAMS SCOTSMAN DISCLAIMS ANY WARRANTY SET FORTH IN THE LEASE AGREEMENT, TOGETHER WITH ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Cleaning And Disinfection

3. Lessee shall clean and disinfect the Equipment during its use and occupancy of the Equipment and upon the time which it vacates the Equipment. Lessee shall perform such cleaning and disinfection using cleaning solutions that strictly comply with all applicable CDC, WHO, or other regulatory or governmental agencies for cleaning and disinfecting areas for COVID-19, including without limitation, using products with EPA-approved emerging viral pathogens claims ("Regulatory Guidelines"). When Lessee vacates the Equipment, prior to the cleaning and disinfection process, Lessee shall promptly remove from the Equipment all of its personal property, together with all equipment and materials used for the cleaning and disinfection work. Lessee shall ensure that the Equipment is returned to Williams Scotsman in clean condition, free of all waste and debris and in the same condition as delivered to Lessee. After completion of the cleaning and disinfection work, Lessee shall ensure that no party or person accesses of the Equipment at any time and it shall be Lessee's sole responsibility to comply with all federal, state, local or other applicable law governing the disposal of medical waste. Lessee shall contractually require the same duties of compliance set forth herein from any vendor or subcontractor performing any cleaning or disinfection services. Lessee understands and agrees that Lessor reserves its right to have its own third party clean and disinfect the Equipment at the Lessee's sole cost and expense, prior to the removal of the Equipment from site.

4. After Lessee's vacates the Equipment as set forth in this Addendum, Lessee shall notify the Lessor that the Equipment is ready for removal by Williams Scotsman. The Lessee shall ensure that the Equipment has been vacated for a period of time that is in compliance with any regulatory guidance by the CDC, WHO or other governmental agencies (the "Vacated Period") prior to contacting Williams Scotsman for removal. Lessee shall be solely responsible for preventing access to and securing the Equipment during the Vacated Period and until the date Williams Scotsman completes its removal of the Equipment from the Lessee's site.

5. Rent shall continue to accrue until the date of completed removal of the Equipment by Williams Scotsman. Lessee understands and agrees that Lessee is required to provide Lessor with a minimum of thirty (30) days' advance written notice of its return of the Equipment and agrees that Lessor's time frame for removal of the Equipment, after Lessee notifies Williams Scotsman that the Equipment is ready for removal, may need to be extended due to availability of resources, vendors, or other circumstances beyond Lessor's control.

Release, Indemnity, Defense, And Additional Insured Status

6. In addition to Lessee's indemnity and defense obligations set forth in the Lease Agreement, to the maximum extent permitted by applicable law, Lessee agrees to release, indemnify, defend and hold harmless Williams Scotsman, its agents and employees, from and against any and all losses, claims, fines, attorneys' fees and expenses, related to: (a) permit fee, fines, penalties or other assessments by an governmental or regulatory entity regarding the use of the Equipment as set forth in paragraph 2 herein; (b) the death of, illness of, or injury to, or damage to the property of, any person or party arising from or related to the Residential Use of the Equipment as set forth in paragraph 2 herein; and/or (c) the failure of Lessee to strictly comply

with the Regulatory Guidelines as set forth in paragraph 3 herein; and/or (d) the failure of Lessee to comply with applicable federal, state, or local law in Lessee's use of the Equipment set forth in paragraph 2, including without limitation Lessee's reporting and/or recordkeeping obligations pursuant to OSHA and other applicable law. Lessee's obligations to defend and indemnify Williams Scotsman shall survive the expiration or earlier termination of this Agreement in all circumstances. The duty to defend pursuant to this section is independent from the duty to indemnify, arises immediately upon the presentation of a claim by any party, and exists regardless of whether fault is ultimately apportioned to Williams Scotsman by any forum. In addition to the Lessee's obligations of indemnity and defense herein, Lessee shall name Lessor as an additional insured on all policies of insurance providing applicable coverage for all losses, including without limitation those losses indemnified against in this paragraph 6 herein.

Government Taking

7. In the event the government confiscates or otherwise exercises its right of eminent domain over the Equipment, the Equipment shall be declared a total loss and Lessee shall be responsible to pay Williams Scotsman for the value of the Equipment as set forth in the Lease Agreement or, if no such value is listed, Lessee shall pay the Lessor the value of the Equipment as determined by Lessor.

Duty to Notify/ Right to Refuse Service

8. Lessee shall comply with CDC, WHO or other regulator guidelines and ensure that it is implementing the practices and guidance set forth in such guidance. Lessee agrees to immediately notify Williams Scotsman if any of Lessee's employees, agents, subcontractors have been tested positive or otherwise presumed positive or directed to stay home as a result of COVID-19. Williams Scotsman shall have the right, at its sole discretion, to decline repair or relocation services during the pendency of the Lease Agreement in relation to any Equipment leased for the Use set forth herein

Pricing

9. Any pricing tiers, or specific pricing set forth as part of a Lessee's Lease Agreement, if applicable, shall not apply for the uses as described in this Addendum.

IN WITNESS WHEREOF, Lessee, intending to be legally bound, has caused its duly authorized officer(s) to execute this Addendum as of the date provided below.

LESSEE:

By: christopherhartwyk

Printed name: Christopher Hartwyk

Title: Business Administrator

Date: 4/06/2020