



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-397450
Date of Quote	
Quote Expiration Date:	
Estimate Del Date	05/06/2024
Buyer PO#:	

Buyer Name and Billing Address	Site Information	Seller Name
Navigator Schools ("Buyer") 650 San Benito Street Hollister, CA 95023 Caprice Young Phone #: 408.843.4107	Keivan Abidi 166 West Harder Road Hayward, CA 94544 Cell: 1 (510) 288-3650	Mobile Modular Management Corporation ("Seller") Questions? Contact: Carl Yeremian carl.yeremian@mobilemodular.com Direct Phone: 1 (925) 453-3118

Equipment and Accessories	Qty	Purchase Price	Extended Purchase Price	Taxable
Classroom, 24x40 DSA II (Item2002) (Left Hand Door ConfigurationTackboard interior.1 Door2 Window Min) (GE Classroom without casework and sinks. Includes restroom, and supply room. see special notes for more information.)	1		\$167,923.00	Y
Classroom, 24x40 DSA II (Item2002) (Left Hand Door ConfigurationTackboard interior.1 Door2 Window Min) (GE classroom. Includes restroom, supply room, base cabinet, and sinks. See below in special notes for more information.)	1		\$160,196.00	Y
Classroom, 24x40 DSA II (Item2002) (Left Hand Door ConfigurationTackboard interior.1 Door2 Window Min) (GE classroom. Includes restroom, supply room, base cabinet, and sinks. See below in special notes for more information.)	1		\$160,196.00	Y

Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Classroom, 24x40 DSA II (Item2002) (Left Hand Door ConfigurationTackboard interior.1 Door2 Window Min) (GE Classroom without casework and sinks. Includes restroom, and supply room. see special notes for more information.) Modification (In House Labor) (New VCT and cove base to MMMC color and specs.)	1	\$7,496.00	\$7,496.00	Y
Delivery	2	\$814.00	\$1,628.00	N
Delivery Pilot	2	\$372.00	\$744.00	N
Delivery Permit	2	\$117.00	\$234.00	N
Block and Level Building	1	\$3,251.00	\$3,251.00	N
Essential Material Handling Fee	2	\$1,038.00	\$2,076.00	N
Fee, State Inspection	1	\$5,600.00	\$5,600.00	Y
Delivery Haulage Fuel	2	\$122.00	\$244.00	N
Service, Engineering	1	\$800.00	\$800.00	N
Installation, Closure Panel	4	\$150.00	\$600.00	Y
Classroom, 24x40 DSA II (Item2002) (Left Hand Door ConfigurationTackboard interior.1 Door2 Window Min) (GE classroom. Includes restroom, supply room, base cabinet, and sinks. See below in special notes for more information.)				



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Delivery	2	\$814.00	\$1,628.00	N
Delivery Pilot	2	\$372.00	\$744.00	N
Delivery Permit	2	\$117.00	\$234.00	N
Block and Level Building	1	\$3,251.00	\$3,251.00	N
Essential Material Handling Fee	2	\$1,038.00	\$2,076.00	N
Fee, State Inspection	1	\$5,600.00	\$5,600.00	Y
Delivery Haulage Fuel	2	\$122.00	\$244.00	N
Service, Engineering	1	\$800.00	\$800.00	N
Classroom, 24x40 DSA II (Item2002) (Left Hand Door ConfigurationTackboard interior.1 Door2 Window Min) (GE classroom. Includes restroom, supply room, base cabinet, and sinks. See below in special notes for more information.)				
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Delivery Permit	2	\$117.00	\$234.00	N
Block and Level Building	1	\$3,251.00	\$3,251.00	N
Essential Material Handling Fee	2	\$1,038.00	\$2,076.00	N
Fee, State Inspection	1	\$5,600.00	\$5,600.00	Y
Service, Engineering	1	\$800.00	\$800.00	N
Delivery Haulage Fuel	2	\$122.00	\$244.00	N

Total Estimated Charges

Subtotal	\$555,134.00
Taxes	\$56,997.23
Total Charges (including tax)	\$612,131.23

Special Notes

Block/Level: Price assumes building is installed using Mobile Modular standard foundation. Mobile Modular assumes installation on the minimum foundation design criteria/tolerances. For DSA buildings, it is assumed building will be installed on the minimum amount of foundation lumber per the applicable DSA approved stockpile drawings and site will not exceed 4-1/2" out of level. Additional material and labor charges apply for installing buildings above minimum foundation design criteria, raising buildings to meet specific finish floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc. Quote and contract are based on 2023 Santa Rita Union SD Piggy Back Bid No. 21024^

There is still confirmation of rear window, HVAC, and panel box placement based on the 2022CBC building drawings that we should be getting shortly. I'll build in a cost to relocate the interior panel box if it's too close to a restroom fixture.



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Flooring (VCT): This building ships with new VCT flooring in good condition. Mobile Modular will provide VCT flooring in our standard Sand Drift color and specification. Mod line or marriage line tile work may differ in dye lot and may have a slight raised area at marriage line. The marriage line will need to be cleaned and waxed by School District after MMMC's set crew finishes up the tile work over the marriage line or mod line. ^

Would you like me to include mini blinds for the windows? [Marty Hochroth] Yes, please include them at the windows. Okay thanks. CY

I moved the casework away from the rear marriage line and interior mounted electrical panel box. Also, the casework won't fit under the rear window, and I'm not sure how we would vent the two sinks up and through the roof while being in front of the window. [Marty Hochroth] We shortened the casework, so it does not cross the mod line. We would strongly prefer to keep the casework at the back wall even if the backsplash is slightly higher than the windowsill. I'll keep in touch with you about this one. I'm not sure that my inventory center can install the casework, and countertop back splash above the existing window and how to route venting. I'll keep you posted. If worse comes to worse, we may need to shift the casework over to where I suggested. Cy[Marty Hochroth] OK

Is there a reason why you choose to do an inswing front door? In weather conditions, rain tends to be a problem coming in and creating a lot of water in the entrance area. [Marty Hochroth] An out swinging door is fine. Okay thank you. CY

Also, in the TK classroom, is there a need for panic hardware or our standard intruder lock lever door handles? I didn't include panic hardware. If panic hardware is needed, I'm not sure how it would work with a pull to open.[Marty Hochroth] We will need classroom intruder locks on the exterior door, and the client has requested classroom intruder locks on the restroom doors as well. Mobile Modular will install our standard intruder locks for all exterior doors. This is a lever style door handle, keyed on the inside so a teacher can lock the door from the inside with a key. Of course, it's keyed on the outside of the door lock as well. All exterior doors including the exterior outswing door for the restroom on the GE classroom. Are you sure you want the interior doors on the restrooms for children to have intruder locks as well? CY[Marty Hochroth] The client specifically asked to have the classroom intruder lock on the restroom door, not a problem. CY

Is there hot water required at any of the sinks? I included hot water when there was a sink in the restroom, but now that the sink has been removed, and placed in the classroom, would you like hot water at both the sinks, or just the adult sink? How about a drinking fountain for the child sink?[Marty Hochroth] Hot water at the adult sink only, and yes, please include a bubbler at the child sink. Okay thanks. CY

Can you confirm how many windows per classroom? Are there two 8040 windows?[Marty Hochroth] Yes

I can include the 4 x 8 white boards.

I assume that others will install the TV monitors. Will the TV racks be bolted to the studs? Or will you need blocking in the walls? If blocking, please provide a detail so I can include a cost. [Marty Hochroth] We will need blocking – assume two rows of 2x6 blocking at each monitor location. Okay thanks. CY

I see the electrical plan that you included. What is in my scope? Please see below floor plan from the example set of drawings I provided to you. This is what the classroom comes with. Do you want me to just include what comes with the building? Are you going to have separate contractors come in and install the additional electrical outlets and empty telephone/data junction boxes? Or would you like me to include what is on your plan?[Marty Hochroth] We can work with the convenience power outlets shown on the plan, but we would need you to add the power outlets for the monitors as shown on our plans, and the above counter power outlets. For the data locations, we would like you to provide a 2x4 empty box at those locations with a 1" conduit up to the ceiling space. Okay thanks. CY

As for kiddie height toilets, the plumbing would have to go straight through the floor, then down under the chassis, adding an additional 10" of set height and additional lumber I'd need to provide pricing on. That would also mean a



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longer ramp for you to design as well. Or you can offer 15" high bowls, and have sewer come out the side wall above finished floor. This would keep the foundation lumber at a minimum and wouldn't require a longer ramp. [Marty Hochroth] They really do want the kiddie toilets. I know in previous projects we had been able to a limited "trench" between the mod lines to get the sewer line to exit to the rear of the building – we should see if we can get that to work here. Okay, I feel like then the site plumber should be responsible for the trenching and providing the plumb tree or plumbing manifold for the TK classroom 1, and GE classroom 2, bringing points of connection for all fixtures out to the perimeter of the modulars, then connecting from water and sewer lines. I assume these classrooms will have the 12" kiddie height toilets. What about GE classroom 3? Will that get kiddie height toilet fixtures as well? CY[Marty Hochroth] It is okay to have multiple points of connection for the multiple fixtures if we need to – we just need to coordinate this with the site plumbing design.

Delivery of Equipment: Delivery of Equipment: Customer is responsible for selecting a suitable site and directing Mobile Modular on exact placement/orientation of the Equipment. Customer shall physically mark the site/pad to indicate corner locations for Equipment placement. ^

DSA Classrooms include: Quote and contract are based on 2023 Santa Rita Union SD Piggy Back Bid No. 21024, (2) 8040 marker boards, (1) fire extinguisher at each exit, empty back box with conduit stubbed to ceiling for future pull station & horn, skirting for perimeter of building only, and wood sill foundation for level site.^

General: Customer's site must be dry, compacted, level and accessible by normal truck delivery. Pricing does not include any clearing or grading of sites, obstruction removal, site or final building clean up, any asphalt transitions, dolly, crane, forklift, electrical or plumbing connections, window coverings, furniture, casework, appliances, doorstops, phone or data lines, gutters, downspouts or tie-in, temporary power, temporary fencing, traffic control, flagmen, soil and/or pull test, custom engineering, fees associated with inspections, city or county submittals and/or use permits, security screens, door bars and any item not specifically listed as being included.^

I have not included ramps and decking.

Site Installation Requirements: Prior to delivery, Customer shall mark the four corners where the building is to be placed on the site/pad location, and shall also mark the locations of door(s) and ramp(s). Should special handling be required to position, install, or remove the classroom on Customer's site due to site conditions/constraints and/or obstructions, Customer will be responsible for additional charges. Additional rolling charges may be applicable as site conditions necessitate.^

Site Plan Review: Mobile Modular is not responsible for review and verification of Customer's site plans, civil plans, soils tests/survey's, etc. It is the responsibility of the Customer to ensure the site plans and site conditions meet applicable codes and governing body approvals. This includes, but is not limited to, ensuring the building pad/site allows for standard delivery and installation based on the minimum foundation design tolerances as per applicable approved stockpile drawings/foundation design.^

Quote Based on Mobile Modular Standard Unit: Does not include permits, utility hook ups, site work, office equipment, furniture, coffee/water service, cleaning service, phone/internet service. Quote only includes items specifically listed on quote. If additional equipment is needed to set building, there will be an additional cost.

Restroom buildings: Restrooms are not self-contained. Where applicable, manifolds are shipped loose; assembly and connection are the responsibility of the Customer. Water & sewer stub-out locations may vary. Paper & soap dispensers, sanitary and trash receptacles are not provided.

Additional Information



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- Quote is valid for 30 days.
- Buyer's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by Buyer. Unless noted, prices do not include permits, stairs, foundation systems, temporary power, skirting, engineering, taxes or utility hookups.
- Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request.
- This transaction is subject to prior credit approval
- Down Payment required upon execution of agreement.
- Sales Tax will be calculated based on the tax rate at the time of invoicing.
- Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.



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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:

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.

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:
 Navigator Schools

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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SALE TERMS AND CONDITIONS

1. **SALE.** Seller sells to Buyer, and Buyer purchases from Seller, the equipment listed on the Agreement hereto (“**Equipment**”) on the terms and conditions set forth herein. This Agreement constitutes a separate and independent sale (a “**Sale**”) of the Equipment specified in the Agreement.
2. **TIME PAYMENT; TITLE RETENTION.**
 - (a) **PURCHASE PRICE.** The aggregate amount of the purchase price (the “**Purchase Price**”) is set forth in the Agreement. Unless otherwise specified in writing, Buyer agrees to pay Seller twenty five percent (25%) of the Purchase Price upon execution of the Agreement; sixty five percent (65%) no fewer than two days prior to the scheduled delivery date; and the remaining ten percent (10%) within thirty (30) days of substantial completion (substantial completion does not include punch list items). In addition to the Purchase Price, Buyer shall pay such charges as are attributable to circumstances related to the delivery, drop-off and relocation of Equipment.
 - (b) **TITLE/RETENTION.** Title to the Equipment shall not pass to Buyer before the entire Purchase Price has been paid to Seller. Upon Seller’s receipt of payment in full of the Purchase Price, title to the Equipment shall transfer to Buyer, free and clear of all encumbrances arising by or through Seller. All payments due from Buyer pursuant to the terms of the Agreement shall be made without any abatement or set off of any kind, arising from any cause.
2. **CANCELLATION.** All sales are final and non-refundable upon delivery of the Equipment to Buyer’s site location. Any requests to cancel or reschedule orders prior to delivery may or may not be accepted in Seller’s sole discretion and must be agreed upon by Seller in writing. Without waiving any of its rights, Seller is entitled to recover its costs incurred and profits lost as a result of Buyer’s cancellation or rescheduling of an order. A cancellation fee may be assessed against Buyer. In no event shall such fee exceed the full value of the Agreement. If Buyer has made down payment(s) to Seller prior to cancellation and the cancellation fee is less than the amount(s) already paid, Seller shall deduct the amount of the cancellation fee from any refund that may be owed to Buyer. If down payment amount(s) already made are less than the cancellation fee, Seller shall apply the full down payment amount(s) to the payment of the cancellation fee and Buyer will pay the remaining cancellation fee balance within ten (10) business days after receiving written notice of the balance due. If no down payment has been made by Buyer at the time of cancellation, Buyer shall pay to Seller the entire cancellation balance within ten (10) business days of receipt of written notice from Seller stating the cancellation fee balance that is due.
3. **DELIVERY AND PLACEMENT OF EQUIPMENT.** Seller agrees to deliver the Equipment to the site location listed on the Agreement (the “**Site**”). Buyer warrants and represents that it has exercised due diligence and care in selecting a suitable site for the Equipment, shall clearly mark the site of placement and shall direct Seller on exact placement and orientation of the Equipment. Upon request from Buyer and for an additional fee, Seller will perform a site visit and make recommendations on placement as it relates to site accessibility and layout. Buyer further warrants that the Site will have (1) safe access free from encumbrances; (2) a level pad, which is hereby defined as having no greater than a 4-inch drop in 40 feet (length) and no greater than a 1-inch drop in 8 feet (width); and (3) adequate soil bearing pressure of not less than 1500 psf, except in the state of Florida, where the minimum soil bearing pressure is 2000 psf. Following delivery, Seller will remove all Seller-owned Equipment such as plywood, tools, etc. prior to or at the time of building acceptance. Buyer is responsible for all necessary permits, utility hookups, and Site preparation.
4. **INSPECTION AND ACCEPTANCE.** Following delivery and setup of the Equipment, Buyer shall inspect the Equipment within forty-eight (48) hours of substantial completion and provide immediate written notice to Seller specifying defects, if any, which Buyer observes. If Buyer fails to provide such notice within four (4) days following substantial completion of the project, 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.
5. **BUYER AGREEMENTS.** Buyer agrees that Seller may insert in the Agreement, the serial number and other identification data relating to the Equipment when ascertained by Seller.
6. **LOSS OR DAMAGE.** All risk of loss or damage to the Equipment shall transfer to Buyer upon delivery of the Equipment to the site location. Buyer agrees to indemnify and hold Seller harmless from any loss resulting from the theft, destruction or damage to the Equipment. The cost of any required repairs shall be borne by Buyer. Any loss of or damage to the Equipment shall not alleviate Buyer’s obligation to pay Seller any remaining balance of the Purchase Price existing at the time of the loss.
7. **INSURANCE.** Upon delivery of the Equipment and until Buyer has paid for the Equipment in full, Buyer shall provide, maintain, and pay all premiums for property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value and will name Seller as loss payee of the proceeds, unless Buyer has paid Seller the entire purchase price in full prior to the scheduled delivery of the Equipment. This coverage will extend to all property of Seller located at the delivery site during the installation. Upon receipt of the proceeds of any insurance, Seller will refund to Buyer any amounts in excess of the balance due Seller by the Buyer in fulfilling the obligations specified herein. Notwithstanding the above, Buyer shall also provide, maintain, and pay all premiums for general liability insurance in the amount of \$1,000,000.00 (one million dollars) and name Seller as an additional insured. All insurance shall be with a company having an A.M. Best rating of A- or better, and shall not be subject to cancellation without thirty (30) days prior written notice to Seller. Buyer shall deliver to Seller insurance certificates, or evidence of insurance proving the existence of policies meeting the above requirements, upon execution of the Agreement. Seller may require Buyer’s insurance carrier to be licensed to do business in the state where the Equipment is being sold. Buyer’s obligation to provide said insurance will cease once Equipment has been paid for in full and pursuant to Section 2.



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8. WAIVER AND INDEMNIFICATION.

(a) Buyer hereby waives and releases all claims against Seller for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment and (ii) injuries to Buyer, Buyer's agents and third persons. Seller shall not be liable for any consequential, incidental, or special damages of any kind (including, but not limited to damages for loss of use or of profit by Buyer or any other party; or for any collateral damages), whether or not caused or continued by Seller's negligence or delay, which may result from or arise in connection with the manufacture, delivery, installation, checkout or use of the Equipment or in connection with the services rendered by Seller hereunder.

(b) Buyer shall indemnify and hold Seller (and its agents and employees) harmless from and against any and all claims, actions or proceedings and any and all damages, liabilities, losses, costs and expenses (including attorney fees) arising out of or in connection with the Agreement, including all damages, liabilities, losses, costs and expenses arising from Seller's negligence. If the foregoing obligation is not enforceable against Buyer under applicable law, Buyer agrees to indemnify and hold Seller harmless from damages, liabilities, losses, costs and expenses to the maximum extent permitted by applicable law.

9. TERMINATION FOLLOWING BREACH. In the event (a) of bankruptcy or insolvency of Buyer, or in the event any proceeding is brought by or against Buyer voluntarily or involuntarily, under the provisions of the Bankruptcy Code of the United States, for the appointment of a receiver or trustee or any assignment for the benefit of creditors of Buyer, or (b) that Buyer fails to make timely payments, or perform any of its other obligations, under the Agreement, and such failure or default is not cured within ten (10) days after written notice of such failure or default is provided by Seller, the Agreement automatically shall be terminated in the case of any event described in clause (a) above and may be terminated by Seller in the case of any event described in clause (b) above and, upon such termination, full payment pursuant to the terms of the Agreement shall become immediately due and payable from Buyer. In the event of any such breach or termination, Seller shall have all rights provided by law and under the terms and conditions of the Agreement, including but not limited to: repossession and disposal of the Equipment (and, if any personal property shall remain located in the Equipment at such time, Buyer consents to Seller's possession and disposal or destruction of such personal property without notice or accounting to Buyer) and recovery of attorney's fees and other reasonable costs and expenses associated with any breach or termination (including any such disposal or destruction), shall be reimbursed by Buyer on demand of Seller.

10. GOVERNING LAW. Buyer and Seller agree that the Agreement shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

11. JURISDICTION.

(a) If the law of the State of Maryland or Virginia shall apply to the Agreement, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 9, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) If the law of any State other than Maryland shall apply to the Agreement, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Buyer or Seller as a result of any dispute regarding matters arising in connection with the Agreement. Further, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 9, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

12. SELLER'S EXPENSES. Buyer shall pay Seller all costs and expenses, including reasonable attorneys' fees, incurred by Seller in exercising any of the terms, conditions or provisions of the Agreement.

13. LICENSE AND TRANSFER FEE(S). If so listed on the Agreement, the Purchase Price includes license and/or transfer fees. Buyer will be billed directly by the State for future annual license fees where applicable.

14. COMPLIANCE WITH LAW. Buyer assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Buyer's lawful operation, use, possession and occupancy of the Equipment. Buyer agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment; and to indemnify 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, rule, regulation or order.

15. 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.**

16. MISCELLANEOUS.

(a) **MODIFICATIONS AND AMENDMENTS.** Representations and warranties made by any person, including agents and representatives of Seller, which are inconsistent or conflict with the terms of the warranty contained in Section 1 of the Incorporated Provisions on the website (including but not limited to the liability of Seller as set forth above) shall not be binding upon Seller unless reduced to writing and approved by



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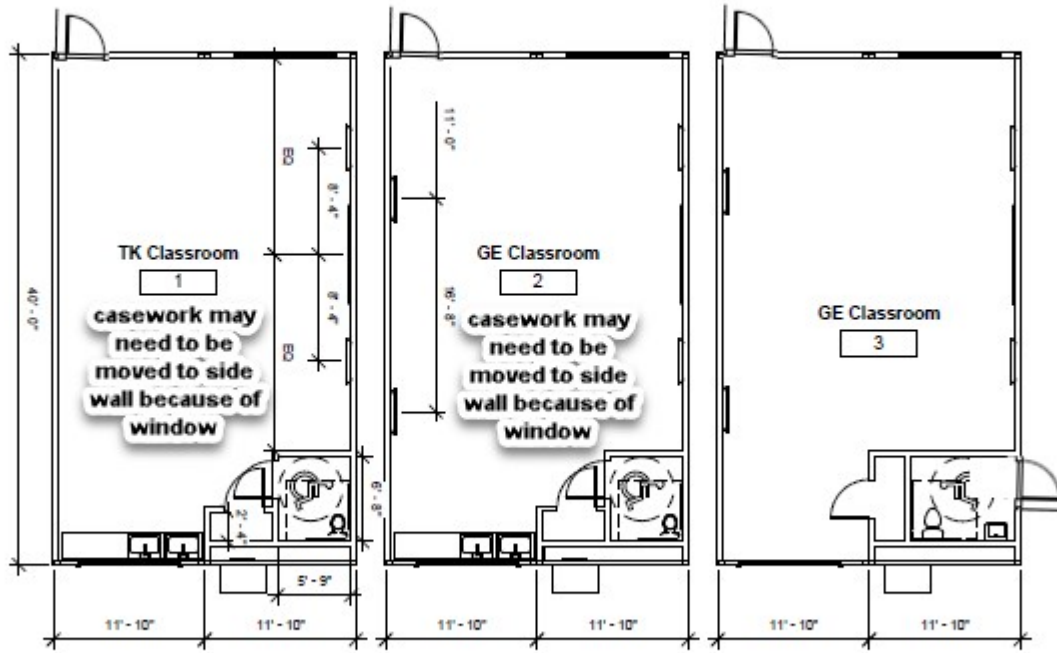
an officer of Seller. Notwithstanding the foregoing, from time to time, Buyer or Seller may request modifications to the scope of work hereunder, which at the sole option of the Seller may be accepted and thus alter the final price stipulated herein. These changes in scope will be deemed approved by Buyer when evidence of work performance is presented by Seller.

(b) **NO WAIVER.** Failure of Seller to enforce any term or condition of the Agreement shall not constitute waiver of any rights stipulated herein, nor shall it in any manner affect the rights of Seller to enforce any of the provisions stated herein. Waiver by Seller of any provision of the Agreement shall be valid only as provided in subsection (a) above and only with respect to the specific matter to which such waiver relates.

(c) If the law of the State of North Carolina shall apply to the Agreement, the does not constitute a "construction contract" or otherwise relate to the improvement of real estate or the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance.

17. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Seller and Buyer regarding the subject matter hereof. If any part of the Agreement is found to be invalid or illegal, Buyer and Seller agree that only the invalid or illegal portion of the Agreement will be eliminated.

Sale Terms and Conditions, Rev12/12/16



SUPPLEMENTAL SALE TERMS AND CONDITIONS

The provisions below (the “**Incorporated Provisions**”) shall be incorporated by reference into all Sale Agreements (each “**Agreement**”) entered into on or after October 1st, 2008, between Mobile Modular Management Corporation, a California Corporation, as seller (“**Seller**”) and any customer of Seller, asbuyer (“**Buyer**”). These provisions are subject to change in Seller’s sole discretion. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement or the Master Sale Agreement.

WITNESSETH

1. WARRANTY.

- a. **PREVIOUSLY-LEASED (USED) EQUIPMENT.** Buyer acknowledges that certain Equipment (including without limitation any container purchased hereunder) is previously-leased, used equipment. Such Equipment is not subject to the warranty set forth in subsection (b) below, and will have normal wear and tear conditions consistent with other used equipment of similar or like age and circumstances with regard to areas including but not limited to wall panel surfaces, ceiling tiles, windows, general appearance, etc. Seller sells such used Equipment “AS-IS”, and warrants only that used Equipment corresponds to the description thereof set forth in the Sale Agreement. Otherwise, **SELLER MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, RELATING TO THE USED EQUIPMENT, INCLUDING WITHOUT LIMITATION, THE CONDITION THEREOF, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR AS TO TITLE OR OTHERWISE.**
- b. **NEW EQUIPMENT** - With respect to new Equipment manufactured by Seller, Seller warrants that, for twelve (12) months from the date of manufacture, the Equipment shall be free from defects in materials and workmanship in normal use and operations and shall comply with all drawings and specifications attached hereto as Exhibit A. Equipment and accessory items not manufactured by Seller shall not be subject to the foregoing warranty, but shall carry the applicable warranty of the manufacturer, which Seller hereby assigns to Buyer to the extent transferable.
 - i. Seller’s liability under this warranty shall be limited to the replacement or repair (during Seller’s normal working hours), at Seller’s option, of any new Equipment; provided, however, that Buyer shall provide written notice of any failure or defect to Seller within four (4) days after discovery and failure to provide such notice in a timely manner may result in a limitation of this warranty at Seller’s option. If Seller determines that repairs to the Equipment are needed, Buyer shall grant clear unobstructed access to the Equipment for said repairs. If Buyer does not grant access for such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Buyer shall bear the cost of repair rates for labor at the applicable overtime rates.
 - ii. This warranty does not extend to any Equipment subjected to improper application, damaged by accident or abuse, or repaired or altered outside of Seller’s facilities without prior written authorization from Seller.
 - iii. The expressed warranties contained in this Agreement are in lieu of all other warranties, guarantees, promises, affirmation or representations, expressed or implied, which may be deemed applicable to the Equipment.
- c. **NO EXPRESS OR IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, FITNESS, SUITABILITY FOR ANY PARTICULAR PURPOSES OR USE, AGAINST INFRINGEMENT, OR OTHERWISE (EXCEPT AS TO TITLE) OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN SHALL APPLY.**

2. **PARTICULAR TYPES OF EQUIPMENT.** Some of the terms and conditions herein may not be applicable to the particular Equipment which is the subject of this Sale. The following terms relate to Equipment of the following types:

- a. **STAIRS.** Any modification to, or failure of Buyer to properly maintain any Equipment consisting of stairs, may result in a failure to comply with applicable code. (1) In the case of Equipment located in the State of Florida, if any Equipment includes stairs (which shall be prefabricated metal stairs with landings), Seller shall install such stairs following delivery thereof. (2) With respect to any Equipment located in the State of Texas, Seller’s sole responsibility with respect to any Equipment that includes stairs is to ship the stairs inside the applicable modular building. Buyer shall be responsible for unloading the stairs upon delivery and installing the handrails. If Seller performs this service, there is a charge to unload. (3) With respect to any Equipment located in any other State, Seller’s sole responsibility with respect to any Equipment consisting of stairs is to deliver the stairs to the Site and place them next to the exit ways specified by Buyer with handrails in place. Any modification to, or failure of Buyer to properly maintain, any Equipment consisting of stairs, may result in failure to comply with applicable code.
 - i. **SECURING.** Securing the stairs to the other Equipment, adjusting the stairs to the threshold of the doorway, adjustment of the treads, landing, or handrails to meet local, state or federal requirements, maintenance of the stairs or any other item not specifically indicated above is solely the responsibility of the Buyer.
 - ii. **CODE AND EGRESS REQUIREMENTS.** Seller hereby advises the Buyer of the need to meet applicable code requirements, adjust and secure the stairs to the exit way upon completion of the installation of the Equipment and to maintain the stairs such that the safety of all users is ensured. It is the Buyer’s responsibility to ensure that steps or a ramp are provided for each building egress.

- iii. **SITE CONDITIONS.** Buyer should be aware that certain site conditions may impact the use of Equipment consisting of stairs. Specifically, sloping sites may require higher stairs. Adjacent buildings or other obstacles may render the prefabricated stairs unusable. Buyer is responsible for the provision of level landing sufficient per any applicable code. Buyer must make the transition from wherever the stairs end to the existing grade. This transition may require grading, paving or other work by the Buyer in order that the finished stairs comply with all applicable codes.
 - b. **RAMPS.** Any modification of Equipment consisting of ramps may result in failure to comply with applicable code.
 - i. **SITE CONDITIONS.** Buyer should be aware that certain site conditions may impact the use of a prefabricated ramp. Specifically, sloping sites may require longer ramps. After installation of the Equipment, the landing for any ramp will be set up such that it is in conformance with door threshold requirements (provided that Buyer's site will allow such). The ramp will then be affixed to the landing. It will be the responsibility of the Buyer to make the transition from wherever the ramp ends to the existing grade. This transition may require grading, paving or other work by the Buyer in order that the finished ramp complies with all applicable codes. Adjacent buildings may require additional ramping or render the standard prefabricated ramp unusable.
 - ii. **PRE-FABRICATED RAMPS ACCOMPANYING BUILDINGS APPROVED BY THE DIVISION OF THE STATE ARCHITECT ("DSA").** With respect to any Equipment located in the State of California, in the case of California Department of the State Architect ("DSA") building ramps, Seller recommends that Buyer or Buyer's architect look closely at all conditions of impact. Any Equipment consisting of a ramp and landing have been DSA approved.
 - c. **RESTROOM/PLUMBING.** If any Equipment consists of restrooms or plumbing, the Buyer is responsible for making both waste and water connections to the building stub outs.
 - i. **PLUMBING CONNECTIONS.** Where applicable, the Buyer will need to install the plumbing manifold, which is shipped unattached. Seller makes no guarantees that the stub out locations or set height of the building will coincide with existing stub outs, holding tanks or other connection-related items.
 - ii. **MALFUNCTIONS.** The Buyer is responsible for any malfunction of lines, valves, piping, etc., that is related to foreign matter, improper connection of waste/water lines or misuse.
 - iii. **TEMPORARY/PORTABLE HOLDING TANKS.** Seller shall not be liable for loss or damage as a result of holding tanks that fill up more quickly than expected, or that overflow. For Buyer's comfort and convenience, Seller strongly recommends that the Equipment be connected directly to sanitary sewer lines. If Buyer obtains temporary holding tanks as a means of waste disposal, Buyer should be aware that this approach presents additional risks, as holding tank capacity is directly affected by water usage, leaky faucets, etc.
 - iv. **CONNECTION TESTING AND VERIFICATION.** Testing of water for chlorination or other items/issues is the responsibility of the Buyer.
 - d. **BUILDINGS.**
 - i. **SITE INSTALLATION REQUIREMENTS FOR DSA CLASSROOM BUILDINGS.** In the case of Equipment located in the State of California, the Buyer is responsible for the site being cleared (free of grass, shrubs, trees, etc.) and graded to within 4 1/2" of level grade for each building. If the site exceeds the 4 1/2" requirement additional costs may be charged to Buyer. Under no circumstances should the site be greater than 9" from level grade or have less than a 1000 psf minimum soil bearing pressure.
 - ii. **EQUIPMENT LOCATED IN THE STATE OF FLORIDA.** Hybrid Campus Maker and Type IIB Side Stackable classrooms have a one-hour firewall rating on the long side walls. Penetration of these walls may cause the Equipment to lose its one-hour fire rating and the Equipment will not be code compliant.
 - e. **SEISMIC/WIND.** Equipment consisting of either friction based or earth anchor seismic/wind restraint systems are rated for exposure C wind loads as defined on plans provided to Buyer and are designed to be used on sites with a minimum soil bearing pressure as specified on such engineered plans. Seller recommends that Buyer verify with the local governing authority that these systems are appropriate for the site. In some cases, additional charges may be incurred by Buyer for custom foundation engineering and additional foundation work.
 - i. **FRICTION BASED SYSTEM.** The price quoted is for the purchase and installation of the system only. The system can be provided with wet stamped engineered plans and calculations for an additional charge. Seller does not warrant that the Buyer's site conditions will be adequate for the seismic/wind support system. Any testing required by any agency of the soil or the product, is the responsibility of the Buyer.
 - ii. **EARTH ANCHORS.** Any earth anchors and strapping to be used are designed to meet specific pullout capabilities when suitable soil conditions are provided. The Buyer is responsible for providing soil conditions that will allow for achievement of a pullout capacity of the rated number of pounds shown on the applicable engineered plans for each earth anchor. If applicable, Seller will install a specific number of earth anchors and strapping, based upon the above pullout capacities. Seller recommends, and local governing authorities may require, that the Buyer have a pullout test performed to insure that the soil is adequate to achieve the required

pullout capacities mentioned above. All costs associated with such testing and its results are the responsibility of the Buyer. These costs include, but are not limited to: testing, an increase in the number of earth anchors to be provided to meet the required loads, any re-testing and engineering time. Seller will not warrant that the number of earth anchors installed will meet the required pullout capacities, unless the Buyer provides pullout test results and verification that the completion of any resulting corrective action has taken place.

iii. **DAMAGE AND ADDITIONAL COSTS.** At the time of installation of earth anchors, should ground penetration be hindered by elements such as large rocks, lime, cement, utility lines, etc., Buyer will be responsible for all additional costs, including replacement of broken earth anchors provided that such damage is incurred while properly completing the installation. Further, should damage to any underground utility lines occur, the cost of repair will be borne entirely by Buyer.

iv. **WARRANTY.** The warranty set forth in Section 1 does not apply to any seismic/wind restraints in the event that the Buyer has elected not to contract for a wet stamped engineered foundation plan. Seller will not inspect the installation of the foundation system.

v. **APPROVAL.** Buyer is responsible for obtaining site inspection and approval of the foundation system by the appropriate local jurisdiction.

f. **MISCELLANEOUS.** The Equipment is not pre-wired for features such as telephones, data lines, fire alarms, intercoms, lightning suppression; it is Buyer's responsibility to wire these items for individual preference and usage. Buyer shall also have the sole responsibility for any utility or other connections to the Equipment.

g. **CABINETS.** The Equipment may include cabinetry that is fabricated with particleboard. Particleboard is known to emit certain levels of formaldehyde. Buyer acknowledges that it has been made aware that lower emission and formaldehyde free options are available.

h. **CARPET.** The Equipment may include new carpeting. Most of the carpeting products provided by Seller meet the Carpet and Rug Institute's Green Label testing standards for indoor air quality. Nonetheless, it is recommended that new carpeting receive a minimum of 72 hours airing-out time, under well-ventilated conditions, prior to occupancy.

3. **FINANCING STATEMENT.** At the request of Seller, Buyer will file financing statements pursuant to the applicable Commercial Code and execute and file such other instruments or assurances as Seller deems necessary to protect Seller's interest in the Equipment. Buyer authorizes Seller and Seller's assignee or transferee and each subsequent assignee or transferee to file financing statements in any jurisdiction.