

## Storage Product Master Lease Agreement Terms & Conditions

Rev. 6/3/2022

1. **Lease.** Customer (“Lessee”) hereby leases from Mobile Mini, Inc., Williams Scotsman, Inc. or their related affiliates (“Lessor”) as listed on the Rental Agreement/Quotation (“Lease”) all storage or containment units and equipment identified as part of this Lease and any future substituted or added units (collectively, “Units”), including without limitation, any value-added products or services, or ancillary equipment identified on the Rental agreement or Quotations. This is a Master Lease and will govern all future rentals of Units and equipment/services procured by Lessee from Lessor unless agreed in writing otherwise. **By placing an order, taking delivery, using, or paying for the Units or any other value-added products or services, or equipment identified on the Rental Agreement or Quotation, Lessee agrees to be bound to the terms herein.** Unless identified in writing as a sale, Lessee shall not acquire any ownership interest in any Unit, equipment, or any value-added product or service. This lease is a true lease. The term of a Unit lease (“Lease Term”) commences upon the date of delivery of a Unit and continues on a monthly (meaning every 28 days) basis (each a “Period”) until terminated as provided herein. Lessee agrees to pay Lessor the lease charges, value-added products or services charges or fees, sales and use tax, rental tax, gross receipts tax, transaction privilege tax, value-added tax, goods and services tax and similar transactional taxes (“Sales Taxes”), ad valorem, real property and ownership tax/ personal property tax assessments or comparable amounts (“Property Taxes”), related third-party fees and other fees, charges and expenses (“Fees”) related thereto, delivery, pickup and fuel charges, waiting time charges if delivery/pickup exceeds one hour on-site, and other charges set forth in invoices delivered to Lessee (collectively, Sales Taxes, Property Taxes, Fees and other expenses stated herein shall be collectively referred to as “Charges”). Unless agreed to otherwise by Lessor, all Charges are due monthly in advance without demand. Lessor reserves the right to charge first and last month rent, delivery and pickup charges up-front on the initial invoice. Charges and terms of this Lease are subject to change upon notice to Lessee and shall be effective upon the earlier of payment by Lessee of its next invoice or the next Charges due date. Lessee shall owe all Charges for each Period regardless of the number of days Units were on-rent and there will be no return of Charges in the event a Unit is returned prior to the end of a Period. Lessee shall be responsible for any final return charges including, but not limited to, return freight charges and fuel surcharges, charged at Lessor’s then prevailing rate at the time of removal. Lessee shall pay as liquidated damages (not a penalty) \$25 for dishonored checks, a \$35.00 per month administrative late charge for each month the invoice remains unpaid and [18% of unpaid pretax Charges after each Charges’ due date]. Lessor reserves the right to charge paper invoicing and/or paper check administrative fees in an amount not to exceed \$10.00 per fee. If Lessee has provided Lessor with credit card information, Lessee authorizes Lessor to charge Lessee’s credit card for all Charges. Lessee shall pay in advance the deposit indicated to secure its performance of this Lease. The deposit will be returned if Unit is returned in undamaged condition. Lessee may apply the deposit to damage or Charges.

2. **Delivery, Use and Removal.** Lessee may either pickup/return Units (upon meeting Lessor’s insurance/indemnification requirements) or pay for Lessor delivery/return. Lessee may store Units at its delivery location or pay Lessor to store Units at a Lessor facility and agrees Units may be stored by Lessor at an alternative location in Lessor’s sole discretion. By taking delivery of, using or paying for such Units, equipment or value-added products and services, Lessee, or its agents, accept the Units, equipment or value-added products and services as free of defects, in good repair and working condition and agree to be bound by these Terms and Conditions. Lessee agrees to inspect Units, equipment or value-added products prior to use and to notify Lessor in writing of any defects. While at Lessee’s location and until received at Lessor’s facility, Lessee shall be solely responsible for all loss, theft and damages (except ordinary wear and tear) to Units, Unit contents (“Contents”) and Lessee’s premises or other property, for any cause whatsoever, including (without limitation) damages caused by theft, vandalism, forces of nature, condensation, humidity, or damages relating to the delivery or removal of a Unit. Lessee shall not stack Units, allow habitation in Units or store illegal, unsanitary, explosive, staining, malodorous or hazardous materials in any Unit, or alter any Unit in any way (including drilling holes, painting or affixing signs). Lessee agrees not to store collectibles, currency, heirlooms, jewelry, works of art or anything having sentimental value to Lessee and waives any claim for emotional or sentimental

attachment to the Contents. Units are for domestic storage only and are not to be used for shipping purposes. If a Unit is delivered and placed by Lessor, Lessee must contact Lessor to relocate any Unit and obtain Lessor's written consent or pay Lessor's relocation rates. Lessee shall pay Lessor all Charges to clean, paint, repair, remove locks, make immediately ready for re-lease any Unit and to remove, store, or dispose of Contents. Lessee shall keep Units freely accessible at all times for inspection and removal. If a Unit is destroyed, damaged beyond repair, lost, stolen or not returned, Lessee shall pay the Unit replacement value plus applicable taxes. Lessee assumes full responsibility for identifying and complying with local ordinances, regulations and statutes, including without limitation, utility locates and permits, and for any fines or penalties resulting from its use or placement of Units in violation of such ordinances and/or regulations. Lessee must call Lessor to schedule Unit return. Lessor will attempt to schedule delivery/removal of the Unit as requested by Lessee, but rental Charges will continue until return of the Unit is completed. Lessee is responsible to remove all locks and clean and empty the Unit prior to return to Lessor. Lessor may remove all locks, empty Unit and any Contents left in Units may become Lessor property without payment. Lessee shall pay additional removal charges (including for failed attempts) if a Unit isn't ready for Lessor's removal or for changes in site condition. Lessor's driver or agent may refuse a delivery/removal and Lessor can charge Lessee if such cannot be accomplished due to safety or potential damage. Lessee authorizes Lessor to attempt to place Units pursuant to Lessee's instructions on a driveway or other paved surface accessible from a street, over Lessee's lawn or other non-paved areas and Lessee represents that any placement area will have adequate size, clearance and structural integrity to sustain the weight and size of the Unit(s), delivery truck and any other related equipment. Lessee warrants to Lessor that it owns the premises or has express authorization to place the Units on the premises identified as the delivery address. Units shall not be attached or affixed to real property.

**3. Warranty Disclaimer and Indemnity.** Lessee shall maintain the Unit in good and safe operating condition, keeping the equipment free from pests and vermin. Lessee is responsible to weekly inspect the Unit's interior and exterior to assure it is in good working condition. Lessee shall keep each Unit free from all liens and grant Lessor a contractual lien and security interest (as of the date any Charges are unpaid and due) on all Contents and proceeds thereof to secure payment of Charges. **LESSOR MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND LESSEE AGREES THAT IT HAS SOLELY DETERMINED THAT THE UNITS ARE SUITABLE FOR LESSEE'S INTENDED USE. LESSEE LEASES THE UNITS "AS IS."** Lessor shall not be liable for any damages, loss of profits, loss of or damage to property stored in or around the Units, personal injury, death or other damages, direct or indirect, consequential or otherwise of Lessee or its agents or invitees for any reason. **LESSEE SHALL INDEMNIFY, HOLD HARMLESS, DEFEND AND REIMBURSE LESSOR AND ITS SHAREHOLDERS, AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS ("Lessor Related Parties") FROM AND AGAINST ALL LOSSES, DAMAGES, DEATH, CLAIMS, INJURIES, COSTS AND ATTORNEY'S FEES ARISING DIRECTLY OR INDIRECTLY FROM (i) THE INSTALLATION, USE, PLACEMENT, POSSESSION, OPERATION, REMOVAL OR CONDITION OF UNITS, (ii) THE LOSS OF, DAMAGE TO OR DESTRUCTION OF UNITS AND/OR CONTENTS, (iii) ANY FINE, LIENS, TAX, PENALTY, OR CHARGE FOR TOWING, IMPOUND OR SIMILAR ENFORCEMENT ACTIVITIES ARISING FROM LESSEE'S USE OF THE UNITS OR (iv) LESSEE'S BREACH OF THIS LEASE.**

**4. Insurance and Loss Damage Waiver ("LDW"). INSURANCE FOR UNIT CONTENTS IS LESSEE'S RESPONSIBILITY—LESSOR DOES NOT PROVIDE ANY INSURANCE.** Neither Lessee nor its insurer shall have any claim (direct or subrogation) against Lessor. Lessee may obtain insurance for their contents at their discretion or can elect to participate in a third-party Contents Insurance program provided through Lessor for a fee. The Contents Insurance is provided by a third-party insurer and administered by a third-party agent who are not affiliated with Lessor. Details on the Contents Insurance program including exclusions, restrictions, limitations, and fees may be found on the Lessor's website at [www.mobilemini.com/customer-care/customer-forms](http://www.mobilemini.com/customer-care/customer-forms). Unless Lessee is participating in Lessor's LDW program, Lessee shall provide prior to delivery or upon

request a Certificate of Insurance naming Lessor as loss payee and additional insured with coverage equal to the Unit replacement cost. The policy shall be acceptable to Lessor and provide for 30 days' notice to Lessor prior to cancellation or modification. Details on the LDW program may be found on Lessor's website and such terms are incorporated by reference. Lessee must pay all required fees and charges for coverage under the LDW program to apply. Unless Lessee provides evidence of the appropriate property insurance, Lessee accepts the LDW and its Charge. Lessee acknowledges receipt of such terms and that they are part of each Lease. Lessee's payment of the LDW waives Lessee's liability for Units (not Contents) up to the replacement cost of Units subject to a deductible and other limitations. Lessor also provides an option to Lessee to participate in a General Liability Insurance program ("GLI") provided by a third-party insurer, for a fee. This GLI program is through a third-party insurer and administered by a third party who are not affiliates of Lessor. Details on the Contents Insurance, LDW and GLI programs including coverage, exclusions, restrictions, limitations, and charges are available on the Lessor's website and Lessee agrees that such terms are incorporated by reference, including without limitation, any addendums relating to such programs. For coverage to apply under any of these third-party programs, Lessee must pay and remain current on all charges and fees. **Payment of the charges/fees for these programs by Lessee constitutes Lessee's consent to participation therein and acceptance of the terms, conditions, exclusions, restrictions, and policies for such programs.**

5. **Miscellaneous.** Lessor may terminate this Lease at any time without notice. Each of the following constitute an "Event of Default": (a) Lessee fails to perform any term of any Lease, (b) Lessee has bankruptcy, reorganization or insolvency proceedings threatened or instituted by or against it, (c) Lessee abandons the Unit(s), or (d) Lessor has a reasonable belief of an anticipatory default by Lessee. Upon an Event of Default Lessor may, without legal process or notice, terminate a Lease, enter any premises, repossess Units, remove any locks on property or Units, remove Contents without regard to their protection or pursue any other remedy available (including any remedies available under the Uniform Commercial Code). Lessee grants Lessor access to its property and permission to enter day or night, remove locks, disconnect attached utilities and repossess Units. If a Unit is repossessed, Lessee approves Lessor to remove Contents or exercise its Contents lien and Lessee will have no claim for damaged Contents. If Lessee does not pay all Charges due and remove all Contents from Lessor premises, Lessee grants Lessor permission to dispose of/sell Contents in accordance with applicable state law and apply net proceeds to unpaid Charges. Lessee releases and agrees to indemnify Lessor and Lessor Related Parties from any claims for trespass, conversion and any damages arising from repossession. Lessee hereby waives any and all rights to, or claims of sovereign immunity. Lessee agrees to pay, as liquidated damages, Lessor's collection/repossession/disposal fees, attorney's fees and any other cost incurred by any Event of Default or the exercise of Lessor's remedies. Repossession shall not relieve Lessee of Lessee's obligation to pay Charges owed. No remedy herein is exclusive and shall be in addition to any remedy herein or otherwise available to Lessor. If Lessor seeks to recover or repossess Units by means of "writ of replevin" or similar method, Lessee waives any bond posting requirement. Acceptance of partial payment shall not constitute a waiver of Lessor's right to full payment. Any endorsements appearing on Lessee's checks shall not affect Charges owed. Lessee shall not sell or sublease a Unit or assign its duties hereunder. Lessor may assign, pledge or transfer this Lease without Lessee's consent. **Except as specifically provided in Section 1, a Lease may only be amended in writing executed by the parties, shall be governed by the state laws of Delaware ("Jurisdiction")** and contains the entire understanding of the parties and supersedes the terms of any purchase order, request for proposal, confirmation or other document from Lessee or any other agreement between the parties. Any suit regarding this Agreement shall be brought in the Jurisdiction provided that Lessor may bring suit against Lessee in any county where the Unit is located. If any term hereof is unenforceable, such invalidity shall not affect the enforceability of the Lease or any other provision. This Lease may be executed in multiple counterparts and by electronic transmission, each of which shall be regarded as an original and constitute one instrument, however no signature is required by Lessor. Lessee's indemnity obligations shall survive termination of a Lease. **Lessee agrees that Lessor's total liability under this Lease shall not exceed \$5,000. Lessor, Lessee and Lessee's agents or invitees waive any right to trial by jury for any cause of action brought against Lessor or Lessor Related Parties.** Both parties agree to exclusively abide by the notice, access, lien and sale procedures herein and waive to the fullest extent possible any legal requirements for other access, lien, notice and sale

procedures.

6. **Managed Services.** If Lessee has requested Lessor to coordinate rental of additional rental equipment from non-Lessor equipment providers, Lessor will coordinate such rentals as an agent on Lessee's behalf and Lessee agrees to pay the Charges for such equipment and to be responsible to the equipment provider and Lessor for damage and loss of the equipment while on rent to Lessee. Lessee will immediately contact the equipment provider directly if any rental equipment is damaged or needs service and also notify Lessor of such needs. Lessee will call the equipment off-rent directly with the equipment provider and notify Lessor such equipment has been called off-rent. Any additional ancillary equipment or value-added products are provided "AS IS." Loss Damage Waiver and Insurance programs are not available for managed services/equipment.