



Mobile Modular Management Corporation
 5700 Las Positas Road
 Livermore, CA 94551
 Phone: (925) 606-9000 Fax: (925) 453-3201
www.mobilemodular.com

Lease Agreement

Contract: 210048373.1 Attachment 6
Contract Term: 48 Months Page 1 of 15
 Date Printed: 10/05/2022
 Start Rent Date: 06/30/2023

Customer & Site Information		Mobile Modular Contact
Customer Information: City of Sunnyvale PO Box 3707 Sunnyvale, CA 94088	Site Information: City of Sunnyvale 1444 Borregas Avenue Sunnyvale, CA 94089 Mike Redig (925) 580-0498	Questions? Please Contact: Alex Sufi Alex.Sufi@mgrc.com Direct Phone: (707) 678-6100 All other inquiries: (925) 606-9000
	Customer PO/Reference: Convert Exp: // By:	

Product Information

	Qty	Monthly Rent	Extended Monthly Rent	Taxable
Office, 24x60 HCD (NonStd)	1	\$5,893.00	\$5,893.00	Y
<i>Non-Standard Configuration. Size excludes 3' towbar.</i>				
RNT, Ramp	1	\$488.00	\$488.00	Y

	Qty	Charge Each	Total One Time Taxable	
Charges Upon Delivery:				
Office, 24x60 HCD (NonStd)				
Additional Labor, Rolling On Deliver(PW)	2	\$370.00	\$740.00	N
<i>Prevailing Wage Cert. Payroll</i>				
Block and Level Building (A6) (PW)	1	\$6,688.00	\$6,688.00	N
<i>Prevailing Wage Cert. Payroll</i>				
Delivery Haulage 12 wide	2	\$7,220.00	\$14,440.00	N
Delivery Haulage Permit 12 wide	2	\$150.00	\$300.00	N
Delivery Haulage Pilot 12 wide	2	\$477.00	\$954.00	N
Drawings, Wet Stamped, Foundation, Standard	1	\$825.00	\$825.00	N
<i>Wet Stamped Engineered</i>				
Installation, Skirting, Wood (PW)	168	\$30.00	\$5,040.00	Y
<i>Prevailing Wage Cert. Payroll</i>				
Install Foundation, Tiedown (Blvl) (PW)	16	\$210.00	\$3,360.00	Y
<i>Prevailing Wage Cert. Payroll</i>				
RNT, Ramp Install (PW)	1	\$2,110.00	\$2,110.00	N
			\$34,457.00	

Subtotal of Monthly Rent:	\$6,381.00
Monthly Personal Property Expense (PPE):	\$380.80
Taxes on Monthly Charges:	\$617.01
Total Monthly Charges (incl Taxes & PPE):	\$7,378.81
Subtotal of One-Time Charges upon Delivery :	\$34,457.00
Taxes On One Time Charges:	\$766.50
Security Deposit:	\$0.00
Est. Initial Invoice:	\$42,602.31

	Qty	Charge Each	Total One Time Taxable	
Charges Upon Return:				
Office, 24x60 HCD (NonStd)				
Additional Labor, Rolling On Removal (PW)	2	\$370.00	\$740.00	N
Cleaning Fee	2	\$450.00	\$900.00	N
Prepare Equipment For Removal (A6) (PW)	1	\$6,688.00	\$6,688.00	N
Removal, Tiedown (PW)	16	\$78.00	\$1,248.00	N
Return Haulage 12 wide	2	\$730.00	\$1,460.00	N
Return Haulage Permit 12 wide	2	\$150.00	\$300.00	N
Return Haulage Pilot 12 wide	2	\$477.00	\$954.00	N



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RNT, Ramp Removal (PW)	1	\$2,110.00	\$2,110.00	N
			\$14,400.00	

Special Notes

This proposal is per attached specifications, drawing, and scope of work.

Special Terms & Important Contractual Information

- A minimum cleaning charge of \$450 per floor will apply for modular buildings.
- Prices will be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special transport permits, difficult site, increase in fuel price, etc. Customer's site must be dry, compacted, level and accessible by normal truck delivery.
- This transaction is subject to credit approval. Security deposit or payment in advance may be required. Security deposit will be applied against account balance at the end of the contract.
- Unless noted, prices do not include permits, ramps, stairs, seismic foundation systems, temporary power, skirting, engineering, taxes or utilities or related installation and/or removal of same. Pricing quote for set up or installation (of building, skirting, earth anchors, ramps, etc.) does not include dismantle or removal unless otherwise noted. Except for skirting and earth anchors, unless noted, ownership of all installed or supplied items is retained by Lessor.
- Please treat our equipment with respect. All damages other than normal usage will be billed for at the end of lease.
- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- Rent will be billed in advance every 30 calendar days.
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

Insurance Requirements

Please send, or have your insurance company send, a Certificate of Insurance to us. We require liability coverage (minimum of \$1,000,000) listing Mobile Modular Management Corporation as an additional insured and property coverage for the value of the unit(s) leased listing Mobile Modular Management Corporation as loss payee.

Item & Description	Qty	Item Code	Ins. Value
Office, 24x60 HCD (NonStd)	1	1066	\$171,600.00



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Incorporation by Reference

The Lease Agreement is subject to the Supplemental Lease Terms and Conditions, which are hereby incorporated by reference in their entirety, as updated from time to time by Lessor, in its sole discretion, and can be viewed in the Resources section of Lessor's website at (<http://www.mobilemodular.com/contractterms>). The Lessee hereby affirms that he/she has read in its entirety and understands the Supplemental Lease Terms and Conditions.

Please sign below and fax or email this document to the fax number shown above or the email address you received the document from.

The parties hereto, Mobile Modular Management Corporation, a California corporation, as lessor ("**Lessor**") and lessee ("**Lessee**", as described above in the section titled "Customer Information") hereby agree to this Lease Agreement and the terms and conditions set forth in the Lease Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Lease Agreement affirms that he/she is duly authorized to execute and commit to this Lease Agreement for the above named Lessee.

LESSOR: Mobile Modular Management Corporation Signature: Print Name: Title: Date:	LESSEE: City of Sunnyvale Signature: Print Name: Title: Date:
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ATTACHMENT A

LEASE TERMS AND CONDITIONS

1. LEASE. Lessor leases to Lessee, and Lessee leases from Lessor, the equipment listed on the Lease Agreement hereto (the "**Equipment**") on the terms and conditions set forth herein. Each such Lease Agreement ("**Agreement**") and the lease provisions on Lessor's website at (<https://www.MobileModular.com/ContractTerms>) (the "**Incorporated Provisions**"), which are incorporated by reference into the Agreement, shall constitute a separate and independent lease (a "Lease") of the Equipment listed in the Agreement under "Product Information". In the event of a conflict between this Agreement and Lessee's contract, purchase order or other document, the terms of this Agreement shall prevail.

2. LEASE TERM. The Agreement shall be in full force and effect upon the date of execution by Lessee. The Lease Term and Monthly Rent shall commence on the Start Rent Date specified in the Agreement (which may be adjusted by mutual agreement of Lessee and Lessor), and shall continue thereafter for the number of months specified in the Agreement as the "Contract Term" (the "**Lease Term**"). Lessee is responsible for paying the Monthly Rent specified in the Agreement (as such may be adjusted pursuant to Section 4) for each month during the Lease Term. This Lease Agreement defines a month as 30 calendar days; rent will be billed monthly unless otherwise specified. In the event that Lessee terminates the Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor following the receipt of the termination request. Such early termination fee may include charges related to the preparation of the Equipment for delivery and/or the rental value of the Agreement. In no event shall any such early termination fee exceed the total value of the Lease Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. In the event Lessor is responsible for delay in obtaining, delivering or setting up the Equipment, the Start Rent Date shall be deemed to be revised to the date that Lessor substantially completes setting up the Equipment. If any delay in obtaining, delivering or setting up the Equipment is caused by failure of the site to be ready or for any other reason not solely the responsibility of Lessor, the Lease shall commence as of the Start Rent Date originally stated notwithstanding such delay.

3. RETURN OF EQUIPMENT. Regardless of the stated Lease Term, Lessee must provide a minimum of 60 days' prior notice for return delivery of Equipment. Please review the Incorporated Provisions on Lessor's website at (<https://www.MobileModular.com/ContractTerms>) for the conditions under which the Equipment must be returned. Unless otherwise agreed upon by Lessor in writing, Monthly Rent shall be due until return of the Equipment to Lessor is completed and shall not be based upon the date such return is requested. Lessor prorates rent in one-half (1/2) month increments only. Lessee is responsible for paying the full month's rental payment for Equipment returned after the



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fifteenth (15th) day of the billing cycle.

4. HOLDING OVER; LEASE EXTENSION. Following the expiration of the Lease Term, the Lease and the terms and conditions set forth herein, shall be extended on a month-to-month basis until the Equipment is returned to Lessor. In this event, Lessor may establish a revised rental rate which shall constitute the Monthly Rent. The charges upon return and any other charges related to the return of the Equipment may be reasonably revised from those reflected in the Agreement, at Lessor's discretion, should the Lease be extended beyond the initial Lease Term.

5. LESSEE AGREEMENTS. Lessee agrees that:

(a) Lessor may insert in the applicable Agreement the serial number and other identification data relating to the Equipment when ascertained by Lessor; and

(b) Lessor (or its agents, employees or contractors) may, from time to time at any reasonable time, enter upon the premises of Lessee for the purposes of (1) inspecting the Equipment or posting "Notices of Non-Responsibility" or similar notices thereon, or (2) photographing the Equipment, including any items or occupants within or surrounding the Equipment, for promotional or other purposes, pursuant to Section 6 of the Incorporated Provisions. If Lessor determines that repairs to the Equipment are needed, Lessee shall grant access for said repairs. Lessor shall bear the expense of any repairs that it determines are needed to ameliorate normal wear and tear; the expense of all other repairs (including any repairs requested by Lessee) shall be borne by Lessee. If Lessee does not grant access for such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates.

6. SECURITY DEPOSIT. Lessee shall pay to Lessor the Security Deposit specified in the Agreement, which may be due upon execution of the Agreement, if specified. The Security Deposit shall be held by Lessor (who shall have no obligation to collect or pass through to Lessee any interest thereon) as security for Lessee's faithful performance of the terms and conditions of the applicable Lease, including without limitation Lessee's indemnification obligations under Section 12. If an Event of Default occurs, Lessor may apply the Security Deposit to payment of its costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any costs, expenses or damages sustained by Lessor in connection with the Lease (provided, however, nothing herein contained shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit). In the event all or any portion of the Security Deposit is applied as aforesaid, Lessee shall deposit additional amounts with Lessor so that the Security Deposit shall always be maintained at the amount specified in the Agreement. At the end of the Lease Term, Lessor shall apply any remaining balance of the Security Deposit to the payment of any monies owed to Lessor under the Lease. Thereafter, if no Event of Default has occurred and is continuing and Lessee has complied with Section 3, Lessor shall return to Lessee any remaining balance of the Security Deposit.

7. ASSIGNMENT. Lessee will not assign, convey, transfer, or pledge as security or collateral its interest, or any part thereof, in and to any Lease or the Equipment without the prior written consent of Lessor; and any such attempted assignment, conveyance, transfer, or pledge of security or collateral, whether voluntary or involuntary, shall be null and void, and any such attempt act may be considered an Event of Default. Lessor may, at its option and without the prior approval of Lessee, transfer, convey, assign or pledge as security or collateral its interest or any part thereof, in and to the Lease.

8. PAYMENTS. Lessee agrees to pay to Lessor (at the office of Lessor or to such other person or at such other place as Lessor may from time to time designate to Lessee in writing) each payment specified herein on a net invoice basis without demand by Lessor. Payment terms are net due upon receipt unless otherwise agreed upon in writing. All payments due from Lessee pursuant to the terms of the Lease shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever.

9. TAXES AND LIENS. Lessee agrees to keep the Equipment free of all levies, liens or encumbrances. Lessee shall, in the manner directed by Lessor, (a) make and file all declarations and returns in connection with all charges, fees and taxes (local, state and federal) levied or assessed either upon Lessee or Lessor, or upon the ownership, leasing, rental, sale, possession, use, or operation of the Equipment, and (b) pay all such charges, fees and taxes. However, Lessor shall pay all local, state or federal net income taxes relating to the Lease.

10. LOSS OR DAMAGE. Until the Equipment is returned to Lessor, Lessee assumes all risk of loss or damage to the Equipment. Subject to Section 12(b), should any Equipment damaged be capable of repair, the Lease shall not terminate, but Lessee shall cause the Equipment to be repaired and restored to its condition existing prior to such damage, at Lessee's sole expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within ten (10) days thereafter, an amount equal to the full replacement value of the Equipment. Lessee shall be entitled to the benefit of the proceeds from any insurance recovery received by Lessor, up to an amount equal to that which Lessee has paid to Lessor pursuant to this paragraph.

11. INSURANCE. Lessee 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 thereof, naming Lessor as loss payee of the proceeds. Lessee shall also provide, maintain, and pay all premiums for general liability insurance (minimum of \$1,000,000 per occurrence), naming Lessor as an additional insured. All insurance shall be in a form and with a company having an A.M. Best rating of A- or better, and shall not be subject to cancellation without thirty-(30) day's prior written notice to Lessor. Lessee shall deliver to Lessor insurance certificates, or evidence of insurance related thereto, meeting the above requirements. Proceeds of such insurance shall, at Lessor's option, be applied either towards replacement, restoration or repair of the Equipment or towards payment of Lessee's obligations under the Lease. Lessor may require Lessee's insurance carrier to be licensed to do business in the state where the Equipment is being leased. Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.



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LESSEE SHALL PROVIDE EVIDENCE OF INSURANCE IN THE FORM A CERTIFICATE OF INSURANCE IN WHICH LESSOR IS NAMED AS AN ADDITIONAL INSURED AND LOSS PAYEE AS SOON AS PRACTICABLE FOLLOWING EXECUTION OF THIS AGREEMENT. LESSEE ACKNOWLEDGES THAT THE EQUIPMENT WILL NOT BE DELIVERED OR INSTALLED UNTIL THE REQUIRED CERTIFICATE OF INSURANCE IS RECEIVED BY LESSOR.

Should Lessee fail to deliver to Lessor the insurance certificates, or evidence of insurance related thereto, meeting the above requirements on or before the Start Rent Date, Lessee will be in default under this Agreement and Lessor, at its option, may, among other actions, impose a one-time fee for processing of up to One Hundred Dollars (\$100) and may assess as additional rent an uninsured lessee fee of ten percent (10%) of the monthly rental from the start of the lease term until the required insurance certificate is delivered to Lessor. Neither of the foregoing fees shall in any event constitute a waiver of Lessee's default or breach of this Agreement with respect to such failure nor prevent the exercise of any of the other rights and remedies granted to Lessor hereunder or available to Lessor under applicable law or equity. Any failure by Lessor to obtain or receive a certificate of insurance will not be deemed a waiver of Lessee's obligations to procure and maintain the insurance specified herein. These fees shall not be refundable.

12. WAIVER AND INDEMNIFICATION.

(a) Lessee hereby waives and releases all claims against Lessor for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment, (ii) injuries to Lessee, Lessee's agents and third persons, and (iii) the use, misuse, or malfunction of any security screens provided with the Equipment, in each case, irrespective of the cause of such loss, damage or injury. Under no circumstances shall Lessor be liable to Lessee for any special, incidental or consequential damages of any kind (including, but not limited to damages for loss of use, or profit, by Lessee or for any collateral damages), whether or not caused by Lessor's negligence or delay, resulting from the Lease or the manufacture, delivery, installation, removal or use of the Equipment, or in connection with the services rendered by Lessor hereunder, even if the parties have been advised of the possibility of such damages.

(b) Lessee agrees to indemnify and hold harmless Lessor from and against any and all losses, liabilities, costs, expenses (including attorney fees), claims, actions, demands, fines, forfeitures, seizures or penalties (collectively, "**Claims**") arising out of (i) the maintenance, possession or use of the Equipment by Lessee, its employees, agents or any person invited, suffered or permitted by Lessee to use or be in, on or about the Equipment, including to the extent arising from Lessor's negligence, (ii) Lessee's failure to comply with any of the terms of the Lease, and (iii) any theft or destruction of, or damage to, the Equipment. If the foregoing obligations are not enforceable against Lessee under applicable law, Lessee agrees to indemnify and hold harmless Lessor from and against any and all Claims to the maximum extent permitted by applicable law. Lessee shall make all payments due under this Section upon demand by Lessor.

13. EVENTS OF DEFAULT.

(a) Each of the following shall constitute an "**Event of Default**": (1) default by Lessee in making any required payment to Lessor and the continuance of such default for ten (10) consecutive days; (2) default by Lessee in the performance of any obligation, covenant or liability contained in the Lease or any other agreement or document with Lessor and the continuance of such default for ten (10) days after written notice, thereof by Lessor to Lessee; (3) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished; (4) loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment, or any levy, seizure or attachment thereof or thereon; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or business failure; or the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value hereof.

(b) **REMEDIES OF LESSOR:** Upon the occurrence of any Event of Default and any time thereafter, Lessor may, without notice, exercise one or more of the following remedies, as Lessor, in its sole discretion shall elect: (1) declare all unpaid lease payments under the Lease to be immediately due and payable; (2) terminate the Lease as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability for suit, action or other proceedings by Lessee; (4) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (5) use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the site specified on the applicable Agreement or any other location without affecting the obligations of Lessee as provided in the Lease; (6) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of the Lease or to recover damages for the breach hereof; (7) apply the Security Deposit to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any damages sustained by Lessor (provided, however, nothing herein shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit); (8) exercise any and all rights accruing to Lessor under any applicable law upon an Event of Default. In addition, Lessor shall be entitled to recover immediately as damages, and not as a penalty, a sum equal to the aggregate of the following: (i) all unpaid payments as are due and payable for any items of Equipment up to the date of repossession by Lessor; (ii) any expenses paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorney's fees and other reasonable costs and expenses; (iii) an amount equal to the excess of (a) all unpaid payments for any item of Equipment repossessed by Lessor from the date thereof to the end of the term of the Lease over (b) the fair market lease value of such item or items of Equipment for such unexpired lease period (provided however, that the fair market lease value shall be deemed to not exceed the proceeds of any sale of the Equipment or lease thereof by Lessor for a period substantially similar to the unexpired lease period); and (iv) the replacement cost of any item of Equipment which Lessee fails to prepare for return to Lessor as provided above or converts or is destroyed, or which Lessor is unable to repossess.

14. OWNERSHIP AND MARKING OF EQUIPMENT.

Title to the Equipment shall remain with Lessor (or its Principal). Unless otherwise



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specified in writing by Lessor, no option or other right to purchase the Equipment is granted or implied by the Lease to Lessee or any other person. The Equipment shall remain and be deemed to be personal property of Lessor, whether attached to realty or not, and upon termination of the Lease or the occurrence of an Event of Default, Lessee shall have the duty and Lessor shall have the right to remove the Equipment whether or not affixed to any realty or building without any liability to Lessor for damage to the realty or building caused by the removal of the Equipment. Any replacement, substitutes, accessories or parts, whether placed in or upon the Equipment or not, whether made a component part thereof or not, shall be the property of Lessor and shall be included under the terms of the Lease.

15. COMPLIANCE WITH LAW. Lessee assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Lessee's lawful operation, use, possession and occupancy of the Equipment. Lessee 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. Lessee shall pay the cost of all license and registration fees and renewals thereof.

16. GOVERNING LAW. Lessee and Lessor agree that the Lease 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.

17. JURISDICTION.

(a) In any case where the Equipment is located in the State of Maryland or the State of Virginia, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) In all other cases, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Lessee or Lessor as a result of any dispute regarding matters arising in connection with the Lease. Further, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

18. MEDIATION; ARBITRATION. Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have any claims, disputes, or controversies arising out of or in relation to the performance, interpretation, application, or enforcement of the Lease, including but not limited to breach thereof, referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. If mediation fails to resolve the claims, disputes or controversies between Lessor and Lessee, Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have the claims, disputes or controversies referred to binding arbitration. The parties hereto acknowledge that the subject matter of the Lease is a matter of interstate commerce.

19. CREDIT CARD AUTHORIZATION. Lessee hereby gives authorization to Lessor to charge against credit card provided all amounts billed for this transaction including applicable taxes, shipping and handling charges. For a rental/lease transaction, charges may be recurring and additional billing and charges will occur until such time as all Equipment and respective accessories are returned and the rental is terminated.

20. HAZARDOUS MATERIALS. Lessee agrees that no water, paint or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials, shall be maintained or stored in or on the Equipment.

21. FEDERAL CONTRACTOR. As a federal contractor, Lessor'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). **Lessor 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.**

22. MISCELLANEOUS. Time is of the essence of each and every provision of the Lease. Failure of Lessor to enforce any term or condition of the Lease shall not constitute a waiver of subsequent defaults by Lessee, nor shall it, in any manner, affect the rights of Lessor to enforce any of the provisions hereunder. The invalidity or unenforceability of any provision of the Lease shall not affect the validity or enforceability of any other provision.

23. ENTIRE AGREEMENT. The Lease constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof and, except for the Incorporated Provisions that may be updated by Lessor from time to time in its sole discretion, may not be amended, altered or modified except by a writing signed by both Lessor and Lessee.

Lease Terms and Conditions, Rev. 05/24/21

CITY OF SUNNYVALE.
24X60 MODULAR BUILDING
SPECIFICATIONS

I. Design Criteria

- California Building Code 2022
- Group B Division 2 Occupancy
- Type 5 Non-rated Construction
- California Electric Code 2022
- California Mechanical Code 2022
- California Plumbing Code 2022
- State of CA – DOHCD Title 25
DOHCD Title 25, Article 3, Section 4369B Energy code
- 50 PSF Floor Load
- 20 PSF Roof Load
- 80 MPH Exposure C Wind Load

II. Frame Construction

- Outrigger Type
- 12" Steel I-Beam
- Detachable Hitch
- Five 6000# Axles

III. Floor Construction

- Bottom Board Barrier
- R-19 Insulation
- 2" x 8" Floor Joists 16" O.C.
- 3/4" T & G Floor Decking
- 26 oz. Commercial Carpeting with carpet bar on modline
- 4" Base Cove throughout
- Sheet Vinyl in the bathrooms

IV. Exterior Wall Construction

- 2" x 6" Studs 16" O.C.
- R-19 Insulation
- 3/8" L.P. 'Smart Panel' Woodgrain Siding
- 3/8" Textured Masonite Trim
- 1/2" Vinyl Covered Gypsum Wallboard

V. Interior Wall Construction

- 2" x 4" Studs 16" O.C.
- 1/2" Vinyl Covered Gypsum Wallboard
- 1/4" FRP over 1/2" MR Gypsum underlayment (48" height in the restroom)
Walls extended to the rafters

VI. Roof/Ceiling Construction

- Pitched Roof System 1/4" in 12" Pitch
- Transverse Ridge Roof System
- 2" x 10" Roof Rafters 24" O.C.
- 1/2" CDX Plywood Roof Sheathing

- 2' x 4' Suspended Acoustical T-Grid Ceiling, 8' high nominal
- R-30 Insulation
- .045 mil. White EPDM Single Ply Membrane with 1/4" Densdeck Underlayment

VII. Exterior Doors

- (2) 36" x 80" Exterior Metal Door/Metal Frame
- (1) Lite Kit 24x60
- (1) Panic Hardware with keyed lever
- (1) Single cylinder deadbolts-Grade 2
- (1) Passage Lever sets-Grade 2
- (1) Closer
- (1) Storm chain

VIII. Interior Doors

- (7) 36" x 80" Solid Core Interior Doors – 'Timely' Frame
- (5) Passage Lever sets-Grade 2
- (2) Privacy lockset-Grade 2
- (1) Lite Kit 24x60 (Flex room)
-

IX. Windows

- (2) 20 x 36 White Vinyl Frame, Dual Pane, Vertical Slider Windows
- (8) 48x36 White vinyl Frame, Dual Pane, Horizontal Slider Windows
- (10) Mini blinds
-

X. Electrical

- (2) 125 Amp 1 Phase 120/240 Volt Load Centers w/ MCB
- (14) 2' x 4' LED Lighting
- (2) Exterior LED Porch light with photo cell
- (2) Dome lights in the bathrooms
- (2) Ceiling mounted sensors
- (4) Wall mounted sensors
- (38) Duplex Receptacles
- (6) GFCI Receptacles
- (1) Weatherproof GFCI Receptacles
- (2) Exit Lights
- (2) Emergency Lights
- (18) Telephone J-Boxes with Conduit Stub
- (1) 6x6x6 Data/phone Inlet box (w/ 2 runs of 3/4" conduit to the attic space)

XI. Plumbing

- Copper Supply, ABS Drain, Waste and Vent
- (2) Handicap Water Closets Flush Valve
- (2) Wall-hung Lavatory
- (1) Mop sink, floor mount
- (1) Stainless steel Kitchen sink
- (1) 40 Gallon Electric Water Heater
- (2) Toilet Paper Holder
- (2) Mirror
- (2) Pair Grab Bars
- (1) Drinking fountain

XII. H.V.A.C.

- (2) 3 Ton 5 Kw Wall Mount Heat Pump Unit(s)
- Overhead Ducted Supply and Return w/Plenum Wall
 - (1) Economizer for Heat Pump
 - (1) One ton mini split Heat Pump in Elect/Tel room
 - (2) 70 CFM Exhaust fan
 - (2) Smoke sensor

XIII. Miscellaneous

- 14 l.f. Base Cabinets
- 10 l.f. Wall Cabinets
- 16 l.f. Countertop
 - (1) Semi Recessed Fire Extinguisher cabinet
 - (1) Fire Extinguisher 10 lb.

Factory Clarifications and Exceptions:

BUILDING IS QUOTED PER THE 2022 CBC, 2022 CEC, 2022 CMC, 2022 CPC, 2022 CBC CHAPTER 11B ACCESSIBILITY BASED ON COMPLIANCE WITH TITLE 25, ARTICLE 3, SECTION 4369B (PLEASE LET YOUR SALES REP KNOW IF YOU NEED COMPLIANCE WITH 4369A). PHOENIX MODULAR TAKES EXCEPTION TO ALL OTHER CODES, REGULATIONS AND JURISDICTIONS. (CLIMATE ZONE 4)

BI-FOLD DOOR PROVIDED FOR CLOSET IN ENTRY/HALLWAY IS 72"X80".

LITE KITS HAVE BEEN PROVIDED AT (1) EXTERIOR DOOR AND (1) INTERIOR DOOR ONLY.

LITE KITS HAVE NOT BEEN PROVIDED AT RESTROOM DOORS.

RESTROOM ACCESSORIES HAVE NOT BEEN PROVIDED.

OFFICE FURNITURE/ EQUIPMENT HAS NOT BEEN PROVIDED.

FACTORY STANDARD DOOR HARDWARE HAS BEEN PROVIDED.

NO PROVISIONS PROVIDED FOR AHC.

DOORS DO NOT SWING 180 DEGREES.

NO PROVISIONS HAVE BEEN MADE FOR DOOR ACCESS CONTROLS.

WINDOWS DO NOT HAVE TEMPERED GLASS.

JBOXES ARE PROVIDED WITH CONDUIT STUBBED TO THE CEILING CAVITY FOR FUTURE PHONE/DATA. WIRING AND DEVICES ARE BY OTHERS ON SITE.

NO PROVISIONS ARE MADE TO MEET WUI FIRE HAZARD ZONE REQUIREMENTS.

PLUMBING MANIFOLD IS NOT INCLUDED.

4' FRP FINISH IS NOT SMOOTH.

FACTORY STANDARD LAMINATE COUNTERTOPS & CABINETS HAVE BEEN PROVIDED.

KITCHEN FAUCET PROVIDED HAS WRISTBLADE HANDLES.

DOES NOT MEET NFPA.

NO LEED CERTIFICATION HAS BEEN PROVIDED.

(2) 125A 1PHASE NEMA 3 EXTERIOR MOUNTED LOAD CENTERS HAVE BEEN PROVIDED.

NO EXTERIOR SIGNS HAVE BEEN PROVIDED.

NO COMPLIANCE FOR CA PROP 65, SAFE DRINKING WATER & TOXIC ENFORCEMENT ACT OF 1986.

TELECOMMUNICATION GROUND BUS BAR HAS NOT BEEN PROVIDED.
2-POST EQUIPMENT RACK IS NOT INCLUDED.

6" WIDE VERTICAL WIRE MANAGER IS NOT INCLUDED.
12" WIDE HORIZONTAL CABLE RUNWAY IS NOT INCLUDED.
EZ-PATH FIRE-RATED PATHWAY 44+ SERIES IS NOT INCLUDED.

TECHNICAL CLARIFICATIONS

1. This proposal is based on:

- a) an assumed soil bearing capacity of 1,000 psf at finished grade;
- b) unclassified excavation;
- c) classified excavation-dirt only -- all other materials encountered will be considered extra work;
- d) no excavation, grading, landscaping or site development;
- e) a staging area located adjacent to the work site;
- f) suitable and acceptable access to the site for the module size(s) to be provided;
- g) electrical to a sub-panel(s) at the end of each module, connection by others;
- h) multiple potable water/sanitary drops through floor -- utility connections to the drops and extensions finished and installed by others;
- i) no dewatering of subsurface water;
- j) all underground obstructions, if any, within the proposed building envelope/work area to be located and marked above grade, by others;
- k) level grade (+ -6") within the proposed building envelope;
- l) Forklift or any special equipment not included;
- m) computer and phone system consists of J-boxes with covers and empty conduit with fish wire only, thru ceiling -- jacks and conductors by others;
- n) attached specification(s) and scope of work which form a part of this proposal -- DSMB recommends a detailed review of this specification in addition to all other proposals received, to ensure an equal comparison;
- o) unless otherwise noted, color selection(s) to be made from manufacturer's standard stock colors;
- p) Steps and ramp are constructed of metal. additional ramp/deck may be needed to accommodate the unlevel site at added cost;
- q) Final finishing, waxing, sealing, and buffing of the vinyl floor not included;
- r) Due to changes in California codes, tie downs price is an estimate only and may increase upon the receipt of the actual foundation drawing and verification of the total amount of tie downs
- s) HVAC certified balancing by others;
- t) wheels and axles to remain on module(s). Hitches will be removed and stored under module(s);
- u) Delivery does not include dolly work, pilot cars or special permits;
- v) storm water management/erosion and sedimentation control by others;
- w) Mobile Modular is providing manufacturers shop drawings only. Any other drawings and/or tests required are to be supplied by customer;
- x) Foundation design is consist of steel piers and pressure treated wood/hard plasti pads;
- y) Additional tie downs at extra cost may be required if the anchor pull test fails due to site soil conditions .
- z) Geotechnical studies and reports and survey's are by others;
- aa) Geotechnical data has not been received nor incorporated into our calculations unles specifi cally referenced;
- bb) proposed building does not include exterior or interior Fire Rated assemblies. If Fire Rates assemblies are required, due to the location of the module to existing building and/or property line is, Mobile Modular will provide at an additional cost;
- cc) the customer obtaining and paying for all necessary permits, fees, licenses and Certificate of Occupancy with the exception of transportation;

SCOPE OF WORK DELINEATION

Customer: City of Sunnyvale Project Location: Sunnyvale

- A. City of Sunnyvale
- B. Mobile Modular
- C. Not Included

	A	B	C
1. SITE INSPECTION	x		
2. a. BID BONDS			x
b. PERFORMANCE BONDS			x
c. LABOR & MATERIAL PAYMENT BONDS			x
3. LATE PENALTIES/LIQUIDATED DAMAGES			x
4. PROPOSED WORK SCHEDULE		x	
5. INSURANCE CERTIFICATES (DURING LEASE TERM)			x
6. CORPORATE CERTIFICATION			x
7. CATALOG CUTS (AS REQUESTED & AVAILABLE)		x	
8. SAMPLES (AS REQUESTED & AVAILABLE)		x	
9. TAXES	x		
10. PERMITS A. BUILDING	x		
B. ELECTRICAL	x		
C. PLUMBING	x		
D. CERT. OF OCCUPANCY	x		
E. OTHER			x
11. ON-SITE INSURANCE		x	
12. SOIL TESTS	x		
13. SHOP DRAWINGS (USED FOR MANUFACTURING)		x	
14. ENGINEERED DRAWINGS/CALCULATIONS (USED FOR APPROVALS)			x
15. ENGINEERED FOUNDATION PLANS/DETAILS		x	
16. OTHER DRAWINGS			x
17. PREPARE SITE: A. CLEARING & DEMOLITION	x		
B. GRADING	x		
C. FILLING & COMPACTING	x		
D. SITE UTILITIES	x		

		A	B	C
18.	TRANSPORT MODULES		x	
19.	INSPECT MODULES & VERIFY RECEIPT OF SHIP LOOSE MATERIAL			x
20.	PROVIDE STORAGE SPACE AND SECURITY FOR MODULES	x		
21.	FOUNDATION LABOR & MATERIAL		x	
22.	FOOTINGS LABOR & MATERIAL		x	
23.	POSITION MODULES (BASED UPON CLEAR ACCESS BY TRUCK)		x	
24.	SET MODULES ON FOUNDATION W/TRUCK, CRANE, ETC.			x
25.	FOUNDATION CONNECTIONS (TIE DOWNS, ANCHOR PLATES, ETC.)		x	
26.	WATER LINE HOOK-UP	x		
27.	PLUMBING MANIFOLDS	x		
28.	SEWER LINE HOOK-UP	x		
29.	ELECTRICAL INTERCONNECTS BETWEEN MODULES		x	
	DISTRIBUTION SUBPANELS	x		
	MAIN DISTRIBUTION PANEL	x		
	TRANSFORMERS	x		
30.	GUTTERS & DOWNSPOUTS LABOR & MATERIAL			x
31.	SUPPLY SPECIAL EQUIPMENT (PER SPECIFICATION SHEET)			x
32.	INSTALL SPECIAL EQUIPMENT (PER SPECIFICATION SHEET)			x
33.	CARPET MATERIAL		x	
	LABOR		x	
34.	FIRE ALARMS			x
35.	FIRE SPRINKLER SYSTEM (IF NEEDED)	x		
36.	SUSPENDED CEILING A. GRID & PANEL		x	
	B. LIGHTS		x	
	C. DUCT DROPS		x	
37.	PA SYSTEM			x
38.	TELEPHONE & DATA	x		
39.	SKIRTING LABOR & MATERIAL		x	
40.	INSTALL INTERIOR TRIM AT FLOOR/WALLS/CEILINGS/SEAMS		x	
41.	INSTALL EXTERIOR DOORS		x	
42.	INSTALL INTERIOR DOORS		x	

		A	B	C
43.	STEPS		x	
44.	RAMPS		x	
46.	DECKS		x	
47.	WALKWAYS			x
48.	CANOPIES			x
49.	INSTALL	A. PAVING	x	
		B. CURBS	x	
		C. LANDSCAPE	x	
50.	ROOF (30 GAUGE STEEL) SEAM MATERIAL			x
	(BUILT-UP) SEAL			x
	(SYNTHETIC RUBBER) GUARANTEE (1 YR)		x	
	(OTHER)			x
51.	FALSE MANSARD, FACIA, OVER HANGS	LABOR & MATERIAL		x
52.	EXTERIOR LIGHTS	LABOR & MATERIAL	x	
53.	DROP AXLES (IF NEEDED)			x
54.	SHIP AXLES HITCHES TIRES			x
55.	REMOVAL OF TRASH AND DEBRIS FROM SITE (OUR SCOPE)		x	
56.	HVAC	LABOR & MATERIAL	x	
57.	WINDOW COVERING (DRAPES, BLINDS)	LABOR & MATERIAL	x	
58.	DISMANTLING			x
59.	SITE RESTORATION			x
60.	UTILITY DISCONNECT & CAPPING OFF			x
61.				
62.				