# A RESOLUTION OF THE TOWNSHIP OF NORTH BRUNSWICK AUTHORIZING AN EMERGENCY CONTRACT WITH WILLSCOT MOBILE MINI FOR TEMPORARY FACILITIES FOR ESSENTIAL SERVICES

WHEREAS, Hurricane Ida impacted New Jersey on Wednesday, September 1, 2021, bringing severe weather conditions including strong winds, and heavy and sustained rainfall in some areas; and

WHEREAS, the storm caused severe damage to municipal facilities, infrastructure, and equipment, including the Municipal Complex which housed municipal operations including 9-1-1 Dispatch, Public Safety, the Municipal Court, and the Municipal Clerk's Office, and

WHEREAS, one of the Township's contractors, Servpro Disaster Recovery Services, had previously procured mobile trailer units on a monthly basis for the aforementioned departments under their contract authorized on March 6, 2023 pursuant to Resolution 98-3.23; and

WHEREAS, Servpro Disaster Recovery Service's contract is concluding but there is still a need for the mobile trailers which house essential services such as 9-1-1 Dispatch and Public Safety, a disruption to which would threaten the safety and welfare of Township residents; and

WHEREAS, in accordance with <u>N.J.S.A.</u> 40A:11-6(a), the Township may award a contract on an emergency basis; and

**WHEREAS,** Willscot Mobile Mini provided the Township with the attached quote for the monthly rental of eight mobile trailers to maintain essential operations of 9-1-1 Dispatch, Public Safety, the Municipal Court, and the Municipal Clerk's Office without an interruption in service; and

WHEREAS, Willscot Mobile Mini completed and submitted a C.271 Political Contributions Disclosure Form pursuant to N.J.S.A. 19:44A-20.26 et seq.; and

**NOW THEREFORE, BE IT RESOLVED,** by the Township Council of the Township of North Brunswick, County of Middlesex, and State of New Jersey, does hereby authorize the emergency contract with Willscot Mobile Mini for the furnishing of eight mobile trailers to house the operations of essential municipal services until they can be returned to the Municipal Complex with a not-to-exceed amount of \$165,000.00.

Resolution \_\_\_\_\_

# **CERTIFICATION**

I, Cavel Gallimore, Chief Financial Officer, hereby certify shall be made available for this purpose in the FY24 Operating Budget – Disaster Recovery Reserves Account No. D-33-56-850-005-001. PRO24050.

Cavel Gallimore Chief Financial Officer Joseph Battaglia Chief of Police

Justine Progebin Business Administrator Ronald Gordon, Esq. Township Attorney Approved as to legal form

# **RECORDED VOTE:**

COUNCIL MEMBER	YES	NO	ABSTAIN	NOTES
MEHTA				
GUADAGNINO				
ANDREWS				
DAVIS				
SOCIO				
HUTCHINSON				
MAYOR WOMACK				

I hereby certify that the above Resolution was duly adopted by the Township Council of the Township of North Brunswick, County of Middlesex, at its meeting held on June 24, 2024.

Lisa Russo Township Clerk





Your Sales Representative Alex Vallone

alex.vallone@willscot.com

Master Lease Agreement and Order					
Lessee: North Brunswick Township 710 Hermann Rd North Brunswick, NJ 089022850	Contact: Mike Grasso 710 Hermann Rd North Brunswick, NJ 08 Phone: 2470922480	39022850, US	US		
	Email: mgrasso@north	brunswicknj.gov			
Rental Pricing Per Billing Cycle			Quantity	Price	Extended
56x24 Section Mod. (52x24 Box)			1	\$ 5,123.00	\$ 5,123.00
Restroom - Standard			1	\$ 75.00	\$ 75.00
Professional Conference Package			1	\$ 208.00	\$ 208.00
Loss Damage Waiver (11/12)			2	\$ 175.00	\$ 350.00
Prof. Entrance - Steps w/ Canopy			2	\$ 106.00	\$ 212.00
ADA/IBC Switchback Ramp - 36ft & Larger w/Step	S		1	\$ 741.00	\$ 741.00
Window/Door Security Bundle - 40ft & Greater			1	\$ 75.00	\$ 75.00
Basic Workstation Package			4	\$ 50.00	\$ 200.00
Minimum Lease Billing Period: 2			Total Recurring B	uilding Charges:	\$ 5,123.00
Billing Cycle : 28 days			Subtotal of Other Red	curring Charges:	\$ 1,861.00
	Total Recurri	Total Recurring Charges Per Billing Cycle:			\$ 6,984.00
	Total Recurri	ng Charges Per Bi	illing Cycle Including E	stimated Taxes:	\$ 7,446.70
Estimated Delivery And Installation					
Ramp - Knockdown & Return			1	\$ 1,930.00	\$ 1,930.00
Essentials Material Handling			1	\$ 0.00	\$ 0.00
Standard Complex Skirting Removal			1	\$ 1,750.00	\$ 1,750.00
Standard Complex Knockdown			1	\$ 5,931.00	\$ 5,931.00
Special Equip required for removal			1	\$ 750.00	\$ 750.00
Fuel Surcharge Return			2	\$ 184.46	\$ 368.92
Ramp - Delivery & Installation			1	\$ 0.00	\$ 0.00
Return - 12' wide			2	\$ 802.00	\$ 1,604.00
			otal Delivery and Insta	_	\$ 12,333.92
	Total Deliver	y and Installatior	n Charges Including E	stimated Taxes:	\$ 13,151.04
Estimated Final Return Charges*					
			Due On	Final Invoice*:	\$ 0.00
		Due On Final	Invoice Including Est	timated Taxes*:	\$ 0.00
	Total Including Rec	urring Billing Ch	narges, Delivery, Insta	allation and Return**:	\$ 26,301.92
		very, Installatior	n and Return Includin	g Estimated Taxes**:	\$ 28,044.44
Total Including Recurrin	ig Billing Charges, Dell				
Total Including Recurrin Summary of Charges					
	Quantity: 1		Tot	tal Charges for (1) Building	s): \$26,301.92





## Master Lease Terms & Conditions

1. This Master Lease Agreement shall apply to any Order between Williams Scotsman, Inc. and/or any affiliate ("Lessor") and North Brunswick Township ("Lessee") for any Equipment as defined below ("Agreement"). This Agreement and any Order governs Lessee's use of Lessor's Equipment. By (1) signing this Agreement, (2) executing an Order that references this Agreement, (3) taking delivery of the Equipment, or (4) other commercially acceptable methods of acceptance, Lessee agrees to the terms of this Agreement.

#### 2. Definitions

a. "Delivery Date" shall be defined as the date the Equipment was physically delivered. Within 48 hours of delivery, Lessee shall inspect the Equipment and notify Lessor in writing of any defects. Lessee must contact Lessor to relocate any Equipment and obtain Lessor's written consent prior to doing so. Lessee shall pay Lessor's relocation rates if the Equipment is moved without Lessor's written consent. Lessee acknowledges that delivery of Equipment may be in parts and not all at once.

b. "Equipment" means products leased from Lessor, which include Storage Containers, Refrigerated Storage Containers, Ground Level Offices ("GLO"), Modular Equipment, FLEX offices, Blast Resistant products, ancillary products and essentials, Additional Rental Equipment, and any additional products or services available for Lease from Lessor at the time of an Order. Any Lease for Equipment such as an Over the Road Trailer, Temporary Structure or other Equipment may be subject to an Addendum or Equipment specific terms and conditions. Lessee agrees Equipment shall not be used for residential occupancy.

c. "Lease" is defined as any Order for the Lease of Equipment by Lessee from Lessor.

d. "Lessee" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and affiliates of that company or entity (for so long as they remain affiliates), which have entered into an Order.

e. "Order" means a WillScot document or online Order forming an individual Lease, specifying the Equipment to be provided hereunder that is entered into between Lessee and Lessor or any of their affiliates, including any addenda and supplements thereto. By entering into an Order hereunder, the Lessee or it's affiliate agree to be bound by the terms of this Agreement as if it were an original party hereto.

3. Lessee is responsible for all site conditions, use permits, and applicable Fees, and maintains sole responsibility for site selection, which shall be a flat, firm and open space, and prepared prior to Equipment Delivery as set forth in the Site Suitability Addendum, incorporated herein by reference.

4. If delivery of the Equipment is delayed through no fault of Lessor for a period of more than thirty (30) days from the confirmation date set forth in the Order, Lessee shall pay Lessor a storage fee equal to 50% of the Total Lease Charges for each thirty (30) day period of delay, or portion thereof, until the Equipment is delivered, in addition to any other Lease payments, charges and Fees due. Any such storage fees shall not affect commencement of the Minimum Lease Term.

5. Lessee is responsible to inspect and maintain the Equipment in good condition. Lessee shall use the Equipment in accordance with and be responsible for all maintenance as set forth in the Williams Scotsman Service Guide and/or any instructions contained in or on the Equipment.

6. Lessee shall maintain commercially reasonable insurance limits covering the Equipment's replacement cost. Lessee may obtain insurance for their contents at their discretion or can elect to participate in an optional third-party Contents Insurance Program provided through Lessor for a fee. Optional coverage programs offered to Lessee include General Liability, Loss Damage Waiver and Content Insurance. Details can be found at https:// www.willscot.com/the-essentials/insurance-and-waivers-package.

7. Lessee shall provide no less than 15 days prior notice to schedule a pick-up date, and no less than thirty (30) days prior notice for any multi-floor Modular Equipment. Lessor shall not prorate any fraction of a Billing Cycle. Upon return, Lessee agrees to pay for all reasonable charges for cleaning, repair, and any damage beyond ordinary wear and tear. Lessee may have the option to pick-up and/or return certain Equipment, which shall be subject to signing an appropriate addendum.

#### 8. 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 EQUIPMENT ARE SUITABLE FOR LESSEE'S INTENDED USE. LESSEE LEASES THE EQUIPMENT "AS IS, WITH ALL FAULTS."

9. Each Party agrees to defend, indemnify, and hold the other harmless for any third-party claim arising from the alleged conduct of the other Party under this Agreement. Neither Party shall be liable to the other Party for any special, punitive, exemplary, indirect or consequential damages, losses or damages for lost revenues or profits whether foreseeable or not, arising out of, or in connection with this Agreement.

10. This Agreement shall supersede and replace all prior documents and agreements between the Parties.

11. Lessee shall be solely liable for any and all applicable sales and use, lease or rental, excise, gross receipts, transaction privilege, value-added, goods and services, or similar transactional tax, levy duty or assessment imposed by a taxing authority ("Taxes"). Lessee shall pay or shall reimburse Lessor for any Taxes related to the Equipment.

12. Lessee's failure to make timely payments, filing of bankruptcy, abandonment of the Equipment or other failure to comply with this Agreement is a default, allowing Lessor to immediately terminate this Agreement, at which time Lessor has the right to pick-up and remove the Equipment upon reasonable notice or as required by law.

13. Lessee shall be solely liable for any and all applicable pass-through charges for costs associated with the Equipment including, but not limited to, ad valorem, real property, and ownership tax/personal property taxes, licensing and titling Fees, and any other expenses and/or third-party Fees associated with the Equipment ("Fees").

14. Except as otherwise stated herein, Lessor may amend the terms and conditions of this Agreement and such amended terms shall be effective thirty (30) days after notice is provided to Lessee. If Lessee does not object in writing to such amended terms before their effective date, such terms shall be deemed accepted. Lessee may not amend or assign this Agreement unless agreed to in writing by Lessor. Lessee may not sublet Equipment subject to this Agreement unless agreed to in writing by Lessor.

15. Lessee acknowledges this is a True Lease, and that ownership and title of any Equipment remains with Lessor, and Lessee has no right to ownership or to transfer or sell the Equipment.

16. In the event of any dispute over this Agreement, the Parties agree to waive a trial by jury and that venue shall be in the County or Parish where the Equipment was originally delivered.

17. To the extent permitted by applicable law, Lessee irrevocably and unconditionally authorizes Lessor to charge all amounts due under this Agreement to any credit card provided by Lessee.





# Billing & Payment Terms

1. Lessor reserves the right to request Payment in advance of the Delivery Date, and Lessee may be required to make payment in advance to secure its performance of this Lease. Advance payments may include initial, final and/or recurring charges and will be applied to applicable invoices. Lessor reserves the right to charge an administrative fee for special billing requests.

2. Invoices will be generated on a 28 Day Billing Cycle, in advance, with payment due no later than Net 10 Days after invoice issuance.

3. AMOUNTS UNPAID WHEN DUE SHALL BE CHARGED INTEREST OF UP TO 1½% PER BILLING CYCLE OF THE UNPAID AMOUNT FOR THE PERIOD UNPAID , AND AN ADMINISTRATIVE CHARGE PER BILLING CYCLE THE INVOICE REMAINS UNPAID.

4. Initial Invoice Charges may include first and last Billing Cycle charges, delivery and installation charges, estimated charges for pick-up, teardown and Equipment removal, as well as any fuel surcharges. Final charges for pick-up, teardown and Equipment removal will be finalized at the time of pick-up based on existing site conditions. Upon the expiration of the Minimum Lease Term, the Lessor may make changes to the Lease rate, pick-up, teardown, removal, fuel surcharges and/or other charges.

5. The Initial Invoice will be issued on the earlier of the confirmation date or Delivery Date. In the event Lessee requests a delay to the delivery, as agreed to in the Confirmation, the Initial Invoice will be issued solely for the Equipment lease charges and a Storage Fee equal to 50% of the Lease, and all remaining Initial Invoice Charges will be invoiced on the Delivery Date. Lessee agrees that upon Termination prior to the Minimum Lease Term, Lessee shall pay the remaining payments for the unfulfilled Minimum Lease Term, and any applicable charges related to the Equipment, plus all return charges.

## **Optional Insurance and Optional Coverage**

### **General Liability Insurance**

If (a.) quoted on the pricing page(s) or (b.) initialed in the optional section of the pricing page(s), Customer elects to participate in the General Liability Insurance Program, whereby Lessee will receive insurance coverage through American Southern Insurance Company ("Insurer") and administered by Allen Insurance Group ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party liability policy that covers those amounts, subject to policy exclusions, that Lessee is legally obligated to pay due to bodily injury and property damage arising from the use and occupancy of Equipment leased from Lessor up to the policy limits. Coverage is subject to underwriting and specific terms and conditions and exclusions set forth in the policy. An outline of coverage is available upon request.

#### Loss Damage

If (a.) quoted on the pricing page(s) or (b.) initialed in the optional section of the pricing page(s), Lessee elects to participate in the Loss Damage Waiver Program. Lessee understands and agrees that under this program and subject to any exclusions, the Lessor waives, for a fee, Lessee's obligation to carry Commercial Property Insurance and Lessee's liability for repair or replacement of the Equipment leased from Lessor resulting in loss or damage. Please refer to the LOSS DAMAGE WAIVER PROGRAM ADDENDUM for specific details on coverage, exclusions and restrictions on coverage. The Loss Damage Waiver is not and shall not constitute a contract for insurance.

#### **Contents Insurance**

If (a.) quoted on the pricing page(s) or (b.) initialed in the optional section of the pricing page(s), Lessee elects to participate in the Contents Insurance Coverage Program, whereby Lessee will receive insurance coverage through Airpark Insurance ("Insurer") and administered by Falvey Insurance Group, Ltd. ("Falvey")) as Managing General Agent of those Interested Underwriters at Lloyd's, London ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party property policy that, subject to policy exclusions, provides comprehensive contents coverage and adds an additional layer of protection for the stored contents up to the selected limit of coverage. Coverage is subject to underwriting and specific terms and conditions and exclusions set forth in the policy. An outline of coverage is available upon request.

#### Acceptance and Authority

Lessee represents and warrants they have the authority to agree to the terms and conditions stated in this Agreement by (1) signing this document, (2) executing an Order that references this Agreement, (3) taking delivery of the Equipment, or (4) other commercially acceptable means methods and, by doing so, this Agreement shall become legally binding. Lessor will consider the Order rejected if changes have been made to the Order by Lessee.

## Lessee: North Brunswick Township

Signature:	Date:
Print Name:	Title:
PO#:	





Master Lease Agreement and Order	<b>•</b> • •				
Lessee:	Contact:	Ship To Ad			
North Brunswick Township 710 Hermann Rd	Mike Grasso 710 Hermann Rd	710 Hermar	UNSWICK TOWNSHIP,	N I 08902	
North Brunswick, NJ 089022850	North Brunswick, NJ 089022850, US US			113 00302,	
	Phone: 2470922480				
	Email: mgrasso@northbrunswicknj.gov				
Rental Pricing Per Billing Cycle		Quantity	Price	Extended	
60x12 Mobile Office or Similar	MDS-041725	1	\$ 1,436.00	\$ 1,436.00	
Basic Workstation Package		6	\$ 50.00	\$ 300.00	
Restroom - Standard		1	\$ 75.00	\$ 75.00	
Loss Damage Waiver (11/12)		1	\$ 175.00	\$ 175.00	
General Liability Insurance		1	\$ 18.00	\$ 18.00	
Prof. Entrance - Steps w/ Canopy		2	\$ 106.00	\$ 212.00	
Window/Door Security Bundle - 40ft & Greater		1	\$ 105.00	\$ 105.00	
Minimum Lease Billing Period: 2		Total Recurring B	uilding Charges:	\$ 1,436.00	
Billing Cycle : 28 days		Subtotal of Other Red	curring Charges:	\$ 885.00	
	Total Recurring Charges Per Billing Cycle:			\$ 2,321.00	
	Total Recurring Charges Per Bil	Total Recurring Charges Per Billing Cycle Including Estimated Taxes:		\$ 2,474.79	
Estimated Delivery And Installation					
Return - 12' wide		1	\$ 802.00	\$ 802.00	
Essentials Material Handling		1	\$ 0.00	\$ 0.00	
Standard Skirting Removal		1	\$ 1,417.00	\$ 1,417.00	
Standard Knockdown		1	\$ 1,121.00	\$ 1,121.00	
Fuel Surcharge Return		1	\$ 184.46	\$ 184.46	
	Total Delivery and Installation Charges:		\$ 3,524.46		
	Total Delivery and Installation	Total Delivery and Installation Charges Including Estimated Taxes:		\$ 3,757.96	
Estimated Final Return Charges*					
			Final Invoice*:	\$ 0.00	
	Due On Final I	nvoice Including Est	imated Taxes*:	\$ 0.00	
	Total Including Recurring Billing Cha	arges, Delivery, Insta	allation and Return**:	\$ 8,166.4	
Tatal Inches Passes	ing Billing Charges, Delivery, Installation	and Boturn Includin	a Estimated Taxas**	\$ 8,707.54	

Model: 60x12 Mobile Office or Similar

Quantity: 1

Total Charges for (1) Building(s) Including Estimated Tax: \$8,707.54

Total Charges for (1) Building(s): \$8,166.46





Lessee:	Contact:	Ship To Address:			
North Brunswick Township	Mike Grasso	710 Herman			
710 Hermann Rd	710 Hermann Rd		UNSWICK TOWNSHIP,	, NJ 08902,	
North Brunswick, NJ 089022850	North Brunswick, NJ 089022850, US	US			
	Phone: 2470922480 Email: mgrasso@northbrunswicknj.gov		Delivery Date :6/7/2024		
Rental Pricing Per Billing Cycle	Email: mgrasso@nonnbrunswicknj.gov	Quantity	Price	Extended	
	ND0 000705	-			
44x10 Mobile Office or Similar	MDS-603785	1	\$ 1,082.00	\$ 1,082.00	
Basic Workstation Package		1	\$ 50.00	\$ 50.00	
Restroom - Standard		1	\$ 75.00	\$ 75.00	
Standard Desk - 5ft x 2.5ft		2	\$ 30.00	\$ 60.00	
Prof. 2-Office/1-Conf. Package		1	\$ 418.00	\$ 418.00	
Loss Damage Waiver (9/10)		1	\$ 109.00	\$ 109.00	
General Liability Insurance		1	\$ 18.00	\$ 18.00	
Prof. Entrance - Steps w/ Canopy		2	\$ 106.00	\$ 212.00	
Window/Door Security Bundle - 40ft & Greater		1	\$ 65.00	\$ 65.00	
Minimum Lease Billing Period: 2		Total Recurring B	uilding Charges:	\$ 1,082.00	
Billing Cycle : 28 days		Subtotal of Other Red	curring Charges:	\$ 1,007.00	
	Total Recurring Charges Per	Billing Cycle:		\$ 2,089.00	
	Total Recurring Charges Per	Total Recurring Charges Per Billing Cycle Including Estimated Taxes:		\$ 2,227.40	
Estimated Delivery And Installation					
Return - 10' wide		1	\$ 486.00	\$ 486.00	
Essentials Material Handling		1	\$ 0.00	\$ 0.00	
Standard Skirting Removal		1	\$ 451.00	\$ 451.00	
Standard Knockdown		1	\$ 595.00	\$ 595.00	
Fuel Surcharge Return		1	\$ 111.78	\$ 111.78	
-		Total Delivery and Insta	llation Charges:	\$ 1,643.78	
	Total Delivery and Installation	on Charges Including E	stimated Taxes:	\$ 1,752.69	
Estimated Final Return Charges*					
-		Due On	Final Invoice*:	\$ 0.00	
	Due On Fina	al Invoice Including Est	timated Taxes*:	\$ 0.00	
	Total Including Recurring Billing 0	Charges, Delivery, Insta	allation and Return**:	\$ 5,821.78	
Total Including Recurr	ing Billing Charges, Delivery, Installation	on and Return Includin	g Estimated Taxes**:	\$ 6,207.49	
Summary of Charges					
Model: 44x10 Mobile Office or Similar	Quantity: 1	То	otal Charges for (1) Building	(s): \$5,821.78	
		Total Charges for (1) Build	ing(s) Including Estimated T	av: \$ 6 207 4	

Total Charges for (1) Building(s) Including Estimated Tax: \$6,207.49





Lessee: North Brunswick Township	Contact: Mike Grasso	Ship To Address: 710 Hermann Rd NORTH BRUNSWICK TOWNSHIP, US Estimated Delivery Date :6/7/2024		
710 Hermann Rd North Brunswick, NJ 089022850	710 Hermann Rd North Brunswick, NJ 089022850, US Phone: 2470922480 Email: mgrasso@northbrunswicknj.gov			
Rental Pricing Per Billing Cycle		Quantity	Price	Extended
44x10 Mobile Office or Similar	MDS-602796	1	\$ 1,082.00	\$ 1,082.00
Restroom - Standard		1	\$ 75.00	\$ 75.00
Loss Damage Waiver (9/10)		1	\$ 109.00	\$ 109.00
General Liability Insurance		1	\$ 18.00	\$ 18.00
Prof. Entrance - Steps w/ Canopy		2	\$ 106.00	\$ 212.00
Window/Door Security Bundle - 40ft & Greater		1	\$ 65.00	\$ 65.00
Minimum Lease Billing Period: 2		Total Recurring B	uilding Charges:	\$ 1,082.00
Billing Cycle : 28 days	\$	Subtotal of Other Recurring Charges:		
		Total Recurring Charges Per Billing Cycle:		
	Total Recurring Charges Per Billi	ng Cycle:		\$ 1,561.00
	Total Recurring Charges Per Billi	<u> </u>	stimated Taxes:	
Estimated Delivery And Installation		<u> </u>	stimated Taxes:	
Estimated Delivery And Installation Essentials Material Handling		<u> </u>	stimated Taxes: \$ 0.00	\$ 1,664.42
		ng Cycle Including E		\$ 1,664.42
Essentials Material Handling		ing Cycle Including E	\$ 0.00	\$ 1,664.42 \$ 0.00 \$ 451.00
Essentials Material Handling Standard Skirting Removal		ing Cycle Including E	\$ 0.00 \$ 451.00	\$ 1,664.42 \$ 0.00 \$ 451.00 \$ 595.00
Essentials Material Handling Standard Skirting Removal Standard Knockdown		ing Cycle Including E	\$ 0.00 \$ 451.00 \$ 595.00	\$ 1,664.42 \$ 0.00 \$ 451.00 \$ 595.00 \$ 496.00
Essentials Material Handling Standard Skirting Removal Standard Knockdown Return - 10' wide	Total Recurring Charges Per Billi	ing Cycle Including E 1 1 1 1 1	\$ 0.00 \$ 451.00 \$ 595.00 \$ 496.00 \$ 114.08	\$ 1,664.42 \$ 0.00 \$ 451.00 \$ 595.00 \$ 496.00 \$ 114.08
Essentials Material Handling Standard Skirting Removal Standard Knockdown Return - 10' wide	Total Recurring Charges Per Billi	ing Cycle Including E 1 1 1 1 1 1 1 1 al Delivery and Insta	\$ 0.00 \$ 451.00 \$ 595.00 \$ 496.00 \$ 114.08 Ilation Charges:	\$ 1,664.42 \$ 0.00 \$ 451.00 \$ 595.00 \$ 496.00 \$ 114.08 \$ 1,656.08
Essentials Material Handling Standard Skirting Removal Standard Knockdown Return - 10' wide	Total Recurring Charges Per Billi	ing Cycle Including E 1 1 1 1 1 1 1 al Delivery and Insta Charges Including E	\$ 0.00 \$ 451.00 \$ 595.00 \$ 496.00 \$ 114.08 Ilation Charges: stimated Taxes:	\$ 1,664.42 \$ 0.00 \$ 451.00 \$ 595.00 \$ 496.00 \$ 114.08 \$ 1,656.08 \$ 1,765.80
Essentials Material Handling Standard Skirting Removal Standard Knockdown Return - 10' wide Fuel Surcharge Return	Total Recurring Charges Per Billi Total Recurring Charges Per Billi Total Delivery and Installation C	ing Cycle Including E 1 1 1 1 1 1 al Delivery and Insta Charges Including E Due Or	\$ 0.00 \$ 451.00 \$ 595.00 \$ 496.00 \$ 114.08 Ilation Charges: stimated Taxes:	\$ 1,664.42 \$ 0.00 \$ 451.00 \$ 595.00 \$ 496.00 \$ 114.08 \$ 1,656.08 \$ 1,765.80
Essentials Material Handling Standard Skirting Removal Standard Knockdown Return - 10' wide Fuel Surcharge Return	Total Recurring Charges Per Billi Total Recurring Charges Per Billi Total Total Delivery and Installation ( Due On Final In	ing Cycle Including E	\$ 0.00 \$ 451.00 \$ 595.00 \$ 496.00 \$ 114.08 Ilation Charges: stimated Taxes:	\$ 1,664.42 \$ 0.00 \$ 451.00 \$ 595.00 \$ 496.00 \$ 114.08 \$ 1,656.08 \$ 1,765.80 \$ 0.00 \$ 0.00
Essentials Material Handling Standard Skirting Removal Standard Knockdown Return - 10' wide Fuel Surcharge Return Estimated Final Return Charges*	Total Recurring Charges Per Billi Total Recurring Charges Per Billi Total Delivery and Installation C	ing Cycle Including E 1 1 1 1 1 1 1 1 1 1 1 1 1	\$ 0.00 \$ 451.00 \$ 595.00 \$ 496.00 \$ 114.08 Ilation Charges: stimated Taxes: I Final Invoice*: timated Taxes*: allation and Return**:	\$ 1,561.00 \$ 1,664.42 \$ 0.00 \$ 451.00 \$ 595.00 \$ 496.00 \$ 114.08 \$ 1,656.08 \$ 1,765.80 \$ 0.00 \$ 0.00 \$ 0.00 \$ 4,778.08 \$ 5,094.64

 Model: 44x10 Mobile Office or Similar
 Quantity: 1
 Total Charges for (1) Building(s): \$4,778.08

 Total Charges for (1) Building(s) Including Estimated Tax: \$5,094.64





Master Lease Agreement and Order				
<b>Lessee:</b> North Brunswick Township 710 Hermann Rd North Brunswick, NJ 089022850	Contact: Mike Grasso 710 Hermann Rd North Brunswick, NJ 089022850, US Phone: 2470922480 Email: mgrasso@northbrunswicknj.gov	Ship To Address: 710 Hermann Rd NORTH BRUNSWICK TOWNSHIP, US Estimated Delivery Date :6/7/2024		NJ 08902,
Rental Pricing Per Billing Cycle		Quantity	Price	Extended
44x10 Mobile Office or Similar	MDS-450819	1	\$ 1,082.00	\$ 1,082.00
Restroom - Standard		1	\$ 75.00	\$ 75.00
Loss Damage Waiver (9/10)		1	\$ 109.00	\$ 109.00
General Liability Insurance		1	\$ 18.00	\$ 18.00
Prof. Entrance - Steps w/ Canopy		2	\$ 106.00	\$ 212.00
Window/Door Security Bundle - 40ft & Greater		1	\$ 65.00	\$ 65.00
Prof. 2-Office/1-Conf. Package		1	\$ 418.00	\$ 418.00
Minimum Lease Billing Period: 2		Total Recurring B	uilding Charges:	\$ 1,082.00
Billing Cycle : 28 days	Subtotal of Other Recurring Charges:		\$ 897.00	
	Total Recurring Charges Per Billing Cycle:			\$ 1,979.00
	Total Recurring Charges Per Billi	ng Cycle Including E	stimated Taxes:	\$ 2,110.11
Estimated Delivery And Installation				
Essentials Material Handling		1	\$ 0.00	\$ 0.00
Standard Skirting Removal		1	\$ 451.00	\$ 451.00
Standard Knockdown		1	\$ 595.00	\$ 595.00
Return - 10' wide		1	\$ 496.00	\$ 496.00
Fuel Surcharge Return		1	\$ 114.08	\$ 114.08
	Tota	Total Delivery and Installation Charges:		\$ 1,656.08
	Total Delivery and Installation C	Charges Including E	stimated Taxes:	\$ 1,765.80
Estimated Final Return Charges*				
		Due On	Final Invoice*:	\$ 0.00
	Due On Final In	voice Including Est	timated Taxes*:	\$ 0.00
	Total Including Recurring Billing Cha	rges, Delivery, Insta	allation and Return**:	\$ 5,614.08
	ing Billing Charges, Delivery, Installation a	Between laselies		\$ 5,986.02

Model: 44x10 Mobile Office or Similar

Quantity: 1

Total Charges for (1) Building(s) Including Estimated Tax: \$5,986.02

Total Charges for (1) Building(s): \$5,614.08





Lessee: North Brunswick Township 710 Hermann Rd North Brunswick, NJ 089022850	Contact: Mike Grasso 710 Hermann Rd North Brunswick, NJ 089022850, US	e Grasso 710 <sup>°</sup> Hermann Rd Hermann Rd NORTH BRUNSWICK TOWNSHIP h Brunswick, NJ 089022850, US US ne: 2470922480 <b>Estimated Delivery Date :6/7/2024</b>			
	Phone: 2470922480 Email: mgrasso@northbrunswicknj.gov				
Rental Pricing Per Billing Cycle		Quantity	Price	Extended	
44x10 Mobile Office or Similar	MDS-291155	1	\$ 1,082.00	\$ 1,082.00	
Basic Workstation Package		3	\$ 50.00	\$ 150.00	
Restroom - Standard		1	\$ 75.00	\$ 75.00	
Loss Damage Waiver (9/10)		1	\$ 109.00	\$ 109.00	
General Liability Insurance		1	\$ 18.00	\$ 18.00	
Prof. Entrance - Steps w/ Canopy		2	\$ 106.00	\$ 212.00	
Window/Door Security Bundle - 40ft & Greater		1	\$ 65.00	\$ 65.00	
Professional Conference Package		1	\$ 218.00	\$ 218.00	
Minimum Lease Billing Period: 2		Total Recurring B	uilding Charges:	\$ 1,082.00	
Silling Cycle : 28 days	s	Subtotal of Other Recurring Charges:		\$ 847.00	
	Total Recurring Charges Per Billin	Total Recurring Charges Per Billing Cycle:			
	Total Recurring Charges Per Billin	ng Cycle Including E	stimated Taxes:	\$ 2,056.80	
Estimated Delivery And Installation					
Essentials Material Handling		1	\$ 0.00	\$ 0.00	
Standard Skirting Removal		1	\$ 451.00	\$ 451.00	
Standard Knockdown		1	\$ 595.00	\$ 595.00	
Return - 10' wide		1	\$ 496.00	\$ 496.00	
Fuel Surcharge Return		1	\$ 114.08	\$ 114.08	
	Tota	I Delivery and Insta	llation Charges:	\$ 1,656.08	
	Total Delivery and Installation C	Charges Including E	stimated Taxes:	\$ 1,765.80	
Estimated Final Return Charges*					
		Due On	Final Invoice*:	\$ 0.00	
	Due On Final In	voice Including Est	imated Taxes*:	\$ 0.00	
	Total Including Recurring Billing Char			\$ 5,514.08	
Total Including Recurr	ing Billing Charges, Delivery, Installation a	nd Return Includin	g Estimated Taxes**:	\$ 5,879.40	

Model: 44x10 Mobile Office or Similar

Quantity: 1

Total Charges for (1) Building(s): \$5,514.08

Total Charges for (1) Building(s) Including Estimated Tax: \$5,879.40





Master Lease Agreement and Order				
Lessee: North Brunswick Township 710 Hermann Rd North Brunswick, NJ 089022850	Contact: Mike Grasso 710 Hermann Rd North Brunswick, NJ 089022850, US Phone: 2470922480 Email: mgrasso@northbrunswicknj.gov	Ship To Address: 710 Hermann Rd NORTH BRUNSWICK TOWNSHIP, N US Estimated Delivery Date :6/7/2024		
Rental Pricing Per Billing Cycle		Quantity	Price	Extended
60x12 Mobile Office or Similar	MDS- 2246881	1	\$ 2,002.00	\$ 2,002.00
Basic Workstation Package		4	\$ 82.00	\$ 328.00
Restroom - Standard		1	\$ 75.00	\$ 75.00
Premium Conference Package		1	\$ 208.00	\$ 208.00
Loss Damage Waiver (11/12)		1	\$ 175.00	\$ 175.00
General Liability Insurance		1	\$ 18.00	\$ 18.00
Prof. Entrance - Steps w/ Canopy		2	\$ 106.00	\$ 212.00
Window/Door Security Bundle - 40ft & Greater		1	\$ 75.00	\$ 75.00
Minimum Lease Billing Period: 2		Total Recurring B	uilding Charges:	\$ 2,002.00
Billing Cycle : 28 days	S	ubtotal of Other Re	curring Charges:	\$ 1,091.00
	Total Recurring Charges Per Billing Cycle:			\$ 3,093.00
	Total Recurring Charges Per Billin	Total Recurring Charges Per Billing Cycle Including Estimated Taxes:		
Estimated Delivery And Installation				
Return - 12' wide		1	\$ 802.00	\$ 802.00
Essentials Material Handling		1	\$ 0.00	\$ 0.00
Standard Skirting Removal		1	\$ 1,417.00	\$ 1,417.00
Standard Knockdown		1	\$ 1,121.00	\$ 1,121.00
Fuel Surcharge Return		1	\$ 184.46	\$ 184.46

Estimated Final Return Charges\*

		Due On Final Invoice*:	\$ 0.00
		Due On Final Invoice Including Estimated Taxes*:	\$ 0.00
	Total Including Rec	urring Billing Charges, Delivery, Installation and Return**:	\$ 9,710.46
Total Including Re	curring Billing Charges, Deliv	very, Installation and Return Including Estimated Taxes**:	\$ 10,353.84
Summary of Charges			
Model: 60x12 Mobile Office or Similar	Quantity: 1	Total Charges for (1) Building	J(s): \$9,710.46
			<u> </u>

Total Charges for (1) Building(s) Including Estimated Tax: \$10,353.84

\$ 3,524.46

\$ 3,757.96

**Total Delivery and Installation Charges:** 

Total Delivery and Installation Charges Including Estimated Taxes:





Lessee: North Brunswick Township 710 Hermann Rd North Brunswick, NJ 089022850	<b>Contact:</b> Mike Grasso 710 Hermann Rd North Brunswick, NJ 089022850, US	Ship To Address: 710 Hermann Rd NORTH BRUNSWICK TOWNSHI 0022850, US US		, NJ 08902,
	Phone: 2470922480 Email: mgrasso@northbrunswicknj.gov	Estimated I	Delivery Date :6/7/2024	ŀ
Rental Pricing Per Billing Cycle		Quantity	Price	Extended
60x12 Mobile Office or Similar	SMI-41085	1	\$ 2,002.00	\$ 2,002.00
Basic Workstation Package		4	\$ 82.00	\$ 328.00
Restroom - Standard		1	\$ 75.00	\$ 75.00
Loss Damage Waiver (11/12)		1	\$ 175.00	\$ 175.00
General Liability Insurance		1	\$ 18.00	\$ 18.00
Prof. Entrance - Steps w/ Canopy		2	\$ 106.00	\$ 212.00
Window/Door Security Bundle - 40ft & Greater		1	\$ 75.00	\$ 75.00
Professional Conference Package		1	\$ 208.00	\$ 208.00
Minimum Lease Billing Period: 2		Total Recurring B	uilding Charges:	\$ 2,002.00
Billing Cycle : 28 days		Subtotal of Other Red	curring Charges:	\$ 1,091.00
	Total Recurring Charges Per Bill	ing Cycle:		\$ 3,093.00
	Total Recurring Charges Per Bill	ing Cycle Including E	stimated Taxes:	\$ 3,297.94
Estimated Delivery And Installation				
Return - 12' wide		1	\$ 802.00	\$ 802.00
Essentials Material Handling		1	\$ 0.00	\$ 0.00
Standard Skirting Removal		1	\$ 1,417.00	\$ 1,417.00
Standard Knockdown		1	\$ 1,121.00	\$ 1,121.00
Fuel Surcharge Return		1	\$ 184.46	\$ 184.46
	Tot	al Delivery and Insta	llation Charges:	\$ 3,524.46
	Total Delivery and Installation	Charges Including E	stimated Taxes:	\$ 3,757.96
Estimated Final Return Charges*				
		Due On	Final Invoice*:	\$ 0.00
	Due On Final Ir	nvoice Including Est	imated Taxes*:	\$ 0.00
	Total Including Recurring Billing Cha	arges, Delivery, Insta	allation and Return**:	\$ 9,710.46
Total Including Recurr	ing Billing Charges, Delivery, Installation	and Return Includin	g Estimated Taxes**:	\$ 10,353.84
Summary of Charges				
Model: 60x12 Mobile Office or Similar	Quantity: 1	T	otal Charges for (1) Building	n(s) \$ 9 710 46

Model: 60x12 Mobile Office or Similar

Quantity: 1

Total Charges for (1) Building(s): \$9,710.46

Total Charges for (1) Building(s) Including Estimated Tax: \$10,353.84





Master Lease Agreement and Order						
Lessee: North Brunswick Township 710 Hermann Rd North Brunswick, NJ 089022850	North B Phone:			US		NJ 08902,
Rental Pricing Per Billing Cycle				Quantity	Price	Extended
6x4 Guard House or Similar		CBC-16378		1	\$ 285.00	\$ 285.00
Manager Chair				1	\$ 36.00	\$ 36.00
Minimum Lease Billing Period: 2				Total Recurring Bu	uilding Charges:	\$ 285.00
Billing Cycle : 28 days				Subtotal of Other Rec	urring Charges:	\$ 36.00
		Total Recurring Charges Per Billing Cycle:			\$ 321.00	
		Total Recurring	g Charges Per Bi	lling Cycle Including Es	timated Taxes:	\$ 342.27
Estimated Delivery And Installation						
Custom Return				1	\$ 460.00	\$ 460.00
Essentials Material Handling				1	\$ 0.00	\$ 0.00
Standard Knockdown				1	\$ 600.00	\$ 600.00
Fuel Surcharge Return				1	\$ 105.80	\$ 105.80
			Total Delivery and Installation Charges:		\$ 1,165.80	
		Total Delivery	and Installation	Charges Including Es	timated Taxes:	\$ 1,243.04
Estimated Final Return Charges*						
				Due On	Final Invoice*:	\$ 0.00
			Due On Final	Invoice Including Esti	imated Taxes*:	\$ 0.00
	Total	Including Recu	rring Billing Ch	arges, Delivery, Insta	Ilation and Return**:	\$ 1,807.80
Total Including I	Recurring Billing	) Charges, Delive	ery, Installation	and Return Including	g Estimated Taxes**:	\$ 1,927.58
Summary of Charges						
Model: 6x4 Guard House or Similar		Quantity: 1		То	tal Charges for (1) Building	(s): \$1,807.80
			Т	otal Charges for (1) Buildin	ng(s) Including Estimated T	ax: \$1,927.58





## Master Lease Terms & Conditions

1. This Master Lease Agreement shall apply to any Order between Williams Scotsman, Inc. and/or any affiliate ("Lessor") and North Brunswick Township ("Lessee") for any Equipment as defined below ("Agreement"). This Agreement and any Order governs Lessee's use of Lessor's Equipment. By (1) signing this Agreement, (2) executing an Order that references this Agreement, (3) taking delivery of the Equipment, or (4) other commercially acceptable methods of acceptance, Lessee agrees to the terms of this Agreement.

#### 2. Definitions

a. "Delivery Date" shall be defined as the date the Equipment was physically delivered. Within 48 hours of delivery, Lessee shall inspect the Equipment and notify Lessor in writing of any defects. Lessee must contact Lessor to relocate any Equipment and obtain Lessor's written consent prior to doing so. Lessee shall pay Lessor's relocation rates if the Equipment is moved without Lessor's written consent. Lessee acknowledges that delivery of Equipment may be in parts and not all at once.

b. "Equipment" means products leased from Lessor, which include Storage Containers, Refrigerated Storage Containers, Ground Level Offices ("GLO"), Modular Equipment, FLEX offices, Blast Resistant products, ancillary products and essentials, Additional Rental Equipment, and any additional products or services available for Lease from Lessor at the time of an Order. Any Lease for Equipment such as an Over the Road Trailer, Temporary Structure or other Equipment may be subject to an Addendum or Equipment specific terms and conditions. Lessee agrees Equipment shall not be used for residential occupancy.

c. "Lease" is defined as any Order for the Lease of Equipment by Lessee from Lessor.

d. "Lessee" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and affiliates of that company or entity (for so long as they remain affiliates), which have entered into an Order.

e. "Order" means a WillScot document or online Order forming an individual Lease, specifying the Equipment to be provided hereunder that is entered into between Lessee and Lessor or any of their affiliates, including any addenda and supplements thereto. By entering into an Order hereunder, the Lessee or it's affiliate agree to be bound by the terms of this Agreement as if it were an original party hereto.

3. Lessee is responsible for all site conditions, use permits, and applicable Fees, and maintains sole responsibility for site selection, which shall be a flat, firm and open space, and prepared prior to Equipment Delivery as set forth in the Site Suitability Addendum, incorporated herein by reference.

4. If delivery of the Equipment is delayed through no fault of Lessor for a period of more than thirty (30) days from the confirmation date set forth in the Order, Lessee shall pay Lessor a storage fee equal to 50% of the Total Lease Charges for each thirty (30) day period of delay, or portion thereof, until the Equipment is delivered, in addition to any other Lease payments, charges and Fees due. Any such storage fees shall not affect commencement of the Minimum Lease Term.

5. Lessee is responsible to inspect and maintain the Equipment in good condition. Lessee shall use the Equipment in accordance with and be responsible for all maintenance as set forth in the Williams Scotsman Service Guide and/or any instructions contained in or on the Equipment.

6. Lessee shall maintain commercially reasonable insurance limits covering the Equipment's replacement cost. Lessee may obtain insurance for their contents at their discretion or can elect to participate in an optional third-party Contents Insurance Program provided through Lessor for a fee. Optional coverage programs offered to Lessee include General Liability, Loss Damage Waiver and Content Insurance. Details can be found at https:// www.willscot.com/the-essentials/insurance-and-waivers-package.

7. Lessee shall provide no less than 15 days prior notice to schedule a pick-up date, and no less than thirty (30) days prior notice for any multi-floor Modular Equipment. Lessor shall not prorate any fraction of a Billing Cycle. Upon return, Lessee agrees to pay for all reasonable charges for cleaning, repair, and any damage beyond ordinary wear and tear. Lessee may have the option to pick-up and/or return certain Equipment, which shall be subject to signing an appropriate addendum.

#### 8. 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 EQUIPMENT ARE SUITABLE FOR LESSEE'S INTENDED USE. LESSEE LEASES THE EQUIPMENT "AS IS, WITH ALL FAULTS."

9. Each Party agrees to defend, indemnify, and hold the other harmless for any third-party claim arising from the alleged conduct of the other Party under this Agreement. Neither Party shall be liable to the other Party for any special, punitive, exemplary, indirect or consequential damages, losses or damages for lost revenues or profits whether foreseeable or not, arising out of, or in connection with this Agreement.

10. This Agreement shall supersede and replace all prior documents and agreements between the Parties.

11. Lessee shall be solely liable for any and all applicable sales and use, lease or rental, excise, gross receipts, transaction privilege, value-added, goods and services, or similar transactional tax, levy duty or assessment imposed by a taxing authority ("Taxes"). Lessee shall pay or shall reimburse Lessor for any Taxes related to the Equipment.

12. Lessee's failure to make timely payments, filing of bankruptcy, abandonment of the Equipment or other failure to comply with this Agreement is a default, allowing Lessor to immediately terminate this Agreement, at which time Lessor has the right to pick-up and remove the Equipment upon reasonable notice or as required by law.

13. Lessee shall be solely liable for any and all applicable pass-through charges for costs associated with the Equipment including, but not limited to, ad valorem, real property, and ownership tax/personal property taxes, licensing and titling Fees, and any other expenses and/or third-party Fees associated with the Equipment ("Fees").

14. Except as otherwise stated herein, Lessor may amend the terms and conditions of this Agreement and such amended terms shall be effective thirty (30) days after notice is provided to Lessee. If Lessee does not object in writing to such amended terms before their effective date, such terms shall be deemed accepted. Lessee may not amend or assign this Agreement unless agreed to in writing by Lessor. Lessee may not sublet Equipment subject to this Agreement unless agreed to in writing by Lessor.

15. Lessee acknowledges this is a True Lease, and that ownership and title of any Equipment remains with Lessor, and Lessee has no right to ownership or to transfer or sell the Equipment.

16. In the event of any dispute over this Agreement, the Parties agree to waive a trial by jury and that venue shall be in the County or Parish where the Equipment was originally delivered.

17. To the extent permitted by applicable law, Lessee irrevocably and unconditionally authorizes Lessor to charge all amounts due under this Agreement to any credit card provided by Lessee.





## **Billing & Payment Terms**

1. Lessor reserves the right to request Payment in advance of the Delivery Date, and Lessee may be required to make payment in advance to secure its performance of this Lease. Advance payments may include initial, final and/or recurring charges and will be applied to applicable invoices. Lessor reserves the right to charge an administrative fee for special billing requests.

2. Invoices will be generated on a 28 Day Billing Cycle, in advance, with payment due no later than Net 10 Days after invoice issuance.

3. AMOUNTS UNPAID WHEN DUE SHALL BE CHARGED INTEREST OF UP TO 1½% PER BILLING CYCLE OF THE UNPAID AMOUNT FOR THE PERIOD UNPAID , AND AN ADMINISTRATIVE CHARGE PER BILLING CYCLE THE INVOICE REMAINS UNPAID.

4. Initial Invoice Charges may include first and last Billing Cycle charges, delivery and installation charges, estimated charges for pick-up, teardown and Equipment removal, as well as any fuel surcharges. Final charges for pick-up, teardown and Equipment removal will be finalized at the time of pick-up based on existing site conditions. Upon the expiration of the Minimum Lease Term, the Lessor may make changes to the Lease rate, pick-up, teardown, removal, fuel surcharges and/or other charges.

5. The Initial Invoice will be issued on the earlier of the confirmation date or Delivery Date. In the event Lessee requests a delay to the delivery, as agreed to in the Confirmation, the Initial Invoice will be issued solely for the Equipment lease charges and a Storage Fee equal to 50% of the Lease, and all remaining Initial Invoice Charges will be invoiced on the Delivery Date. Lessee agrees that upon Termination prior to the Minimum Lease Term, Lessee shall pay the remaining payments for the unfulfilled Minimum Lease Term, and any applicable charges related to the Equipment, plus all return charges.

## **Optional Insurance and Optional Coverage**

## **General Liability Insurance**

If (a.) quoted on the pricing page(s) or (b.) initialed in the optional section of the pricing page(s), Customer elects to participate in the General Liability Insurance Program, whereby Lessee will receive insurance coverage through American Southern Insurance Company ("Insurer") and administered by Allen Insurance Group ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party liability policy that covers those amounts, subject to policy exclusions, that Lessee is legally obligated to pay due to bodily injury and property damage arising from the use and occupancy of Equipment leased from Lessor up to the policy limits. Coverage is subject to underwriting and specific terms and conditions and exclusions set forth in the policy. An outline of coverage is available upon request.

#### Loss Damage

If (a.) quoted on the pricing page(s) or (b.) initialed in the optional section of the pricing page(s), Lessee elects to participate in the Loss Damage Waiver Program. Lessee understands and agrees that under this program and subject to any exclusions, the Lessor waives, for a fee, Lessee's obligation to carry Commercial Property Insurance and Lessee's liability for repair or replacement of the Equipment leased from Lessor resulting in loss or damage. Please refer to the LOSS DAMAGE WAIVER PROGRAM ADDENDUM for specific details on coverage, exclusions and restrictions on coverage. The Loss Damage Waiver is not and shall not constitute a contract for insurance.

#### **Contents Insurance**

If (a.) quoted on the pricing page(s) or (b.) initialed in the optional section of the pricing page(s), Lessee elects to participate in the Contents Insurance Coverage Program, whereby Lessee will receive insurance coverage through Airpark Insurance ("Insurer") and administered by Falvey Insurance Group, Ltd. ("Falvey")) as Managing General Agent of those Interested Underwriters at Lloyd's, London ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party property policy that, subject to policy exclusions, provides comprehensive contents coverage and adds an additional layer of protection for the stored contents up to the selected limit of coverage. Coverage is subject to underwriting and specific terms and conditions and exclusions set forth in the policy. An outline of coverage is available upon request.

#### Acceptance and Authority

Lessee represents and warrants they have the authority to agree to the terms and conditions stated in this Agreement by (1) signing this document, (2) executing an Order that references this Agreement, (3) taking delivery of the Equipment, or (4) other commercially acceptable means methods and, by doing so, this Agreement shall become legally binding. Lessor will consider the Order rejected if changes have been made to the Order by Lessee.

## Lessee: North Brunswick Township

Signature:	Date:
Print Name:	Title:
PO#:	