

TERMS AND CONDITIONS OF LEASE AGREEMENT

1. This transaction is a lease as defined by the Uniform Commercial Code and not a sale. Customer does not acquire through this Lease or by payment of rental under this Lease any right, title or interest in or to the Equipment, except the right to possess and use the Equipment so long as Customer is not in default under this Lease. The term of the lease is month to month. Customer or ModSpace may terminate this Lease at any time by providing at least 15 days' notice to the other party.
2. ModSpace will provide all permits necessary for the delivery of the equipment to the site. The Customer shall obtain all permits pertaining to the building, installation, site work and occupancy. The pricing provided herein is based on the use of non-union set-up labor at non-prevailing wage.
3. ModSpace's delivery, installation, modification and removal of the equipment is subject to delays due to fire, flood, windstorm, riot, civil disobedience, strike, Act of God, or any other circumstances beyond ModSpace's control.
4. Customer will provide free and clear access for delivery and removal of the equipment by standard mobile transport vehicles. The Customer will be solely responsible for preparation of the site on which the equipment is to be used, including any required structural or grade alterations. If applicable, the Customer will verify and demonstrate to ModSpace the presence or absence of any underground utilities in the designated building location via "mark-out" or other accepted means prior to ModSpace's anchoring of the equipment.
5. Neither Party will be responsible to the other for loss of profits or other incidental, consequential, liquidated and/or punitive damages..
6. Customer will indemnify ModSpace against any and all loss, cost, expense or liability resulting from property damage (leased equipment and third party), bodily injury, and/or death during the lease term. The Customer will provide ModSpace with satisfactory evidence of insurance while the equipment is in its custody, possession, and control, with a combined single limit of one million dollars (\$1,000,000) per occurrence for bodily injury liability loss of or damage to the equipment due to any peril or casualty including without limitation, flood and earthquake, and property damage liability, and said evidence of insurance shall name ModSpace as an additional insured and loss payee. Risk of loss shall transfer to the Customer upon delivery of the equipment to Customer's site.
7. Customer will provide ModSpace at least fifteen (15) days prior written notice of the date on which the equipment is to be returned.
8. Customer is responsible for the payment of return delivery and tear down charges under all circumstances of equipment return and/or lease termination. Unless such charges are stated on the face hereof, return delivery and tear down will be billed at ModSpace's current rate at the time such services are rendered.
9. Payment terms: 30 days from date of invoice. ModSpace shall be promptly paid any and all amounts due under the Agreement regardless of Customer's non-receipt or delay of payment from its customer. Customer shall be responsible for reimbursement of all costs, including attorney's fees, in the event ModSpace brings litigation to enforce this Lease Agreement.
10. If the Customer fails to perform or observe any term or condition herein and such failure remains unremedied for more than ten (10) business days after written notice of such failure to perform or observe, then the Customer will be in default under the Agreement. Upon the occurrence of an event of default, ModSpace will (a) enter upon any premises where any or all the equipment is located and retake and retain any or all the equipment free of all rights of the Customer without any obligation to redeliver and (b) avail itself of any other remedies existing at law or in equity.
11. The Customer shall return the equipment in the same condition as delivered, normal wear and tear excepted. Damages beyond normal wear and tear shall be for the Customer's account. The Customer will not move or in any way modify the equipment without the written consent of ModSpace. The storage of any hazardous substances in the equipment, other than household cleaning products, is not permitted and the effects of such substances on the equipment shall not be considered ordinary wear and tear.
12. During the term of the lease, the Customer shall be responsible for routine maintenance including, but not limited to, the replacement of light bulbs and HVAC filters, janitorial services, snow removal, diversion of water from or about the equipment, and minor repairs.
13. **LIMITATION OF WARRANTIES. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE EQUIPMENT AND ALL WARRANTIES OF ANY KIND, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, ARE HEREBY EXCLUDED.**
14. Unless a proper tax exemption certificate is approved by ModSpace, Customer will pay or reimburse ModSpace for all sales, use, personal property and other taxes, fees or assessments related to the Equipment, its use or value, excluding taxes relating to income. Taxes will be delineated as a separate line on the ModSpace invoice at time of billing. Unless otherwise specified, all such charges are not included in the pricing herein.