

TERMS AND CONDITIONS FOR LEASE OF GENERATOR

1. **Personal Property** This Agreement is a true lease. Customer does not acquire through this Lease or by payment of rental hereunder any right, title or interest in the Generator. The Generator: (a) is and shall remain personal property of the third party Generator provider; (b) is not be considered affixed to real property; and (c) shall be maintained by Customer such that the Generator may be removed from the Site without damaging any building or property.
2. **Delivery, Rental Term and Return of Generator** Payment of monthly rental charges begins when the Generator is delivered to the Site, inspected, and found in good working order and continues until the Generator is picked up from the Site by the third party Generator provider. At the end of the Lease, the Generator shall be returned in the same condition it was delivered, except for Ordinary Wear and Tear. "Ordinary Wear and Tear" means normal deterioration and condition considered reasonable in the Generator rental industry based on 8 hours per day and 40 hours per week use (One Shift"). Customer is responsible for any loss, theft, damage or destruction of the Generator until the third party Generator provider has confirmed the Generator has been returned in the condition required herein. Customer must provide ModSpace at least ten (10) days written notice of its intent to return the Generator. Subsequent to the delivery of the Generator, Customer has no right to terminate this Lease prior to the completion of the stated Lease Term. Acceptance of Generator return does not constitute a release of Customer's payment of charges for the remaining unfulfilled Lease Term. Upon completion of the original Term, this Agreement and all rental money due hereunder shall automatically renew on a month to month basis at the current rate plus fifteen percent. Delivery rates and mileage are from the delivering third party Generator provider location in non-union areas only. These rates do not include any state/federal taxes, tolls, or surcharges. For distances greater than 40 miles and in union areas, freight rates are subject to increase.
3. **Scope of Work**. Customer is responsible for the installation, connection, disconnection and for providing any necessary fuel for the Generator. ModSpace shall arrange for delivery, requested maintenance and return delivery of the Generator only.
4. **Shift Rates**. Rental rates will not be prorated in the event the Generator is returned prior to week or month end. If Customer exceeds the allowed One Shift usage, Customer shall be billed for additional hours and usage at rates then in effect by the third party Generator provider.
5. **Inspection and Use**. Customer is responsible for obtaining and paying for any and all permits related to the use of the Generator. Customer warrants that: (a) prior to each use of the Generator, Customer will inspect the Generator to confirm that the Generator is in good condition, without defects, includes readable decals and operating and safety manuals and is suitable for Customer's intended use; (b) it will designate an authorized representative to accept delivery of the Generator; (c) Customer shall immediately notify ModSpace if the Generator is lost, damaged, stolen, unsafe, disabled, malfunctioning, or if an accident occurs; (d) Customer has received from ModSpace all information needed or requested regarding the operation of the Generator, prior to use of rental, unless objected to prior; (e) only knowledgeable, qualified and experienced individuals shall use and operate the Generator; (f) the Generator shall be used in compliance with all manufacturer and industry operational and safety instructions provided and any and all applicable federal, state and local laws, rules, and guidelines and licenses including, but not limited to, OSHA, EPA, NFPA, NEC, IBC, . Customer is prohibited from moving the Generator from its original placement location or from the Site. If Customer does not designate an individual to accept delivery of the Generator, ModSpace may leave the Generator at the Site and, at such time, risk of loss will pass to Customer.
6. **Additional Customer Responsibilities**. Customer is responsible for locating the Generator at a safe distance (minimum 15 feet) from the modular building, or any other structures, with placement not within 40 feet of wall hung HVAC unit on modular building, or any other air intake source. Customer is solely responsible for installing and maintaining any necessary fire suppression, fire alarm and/or CO/CO2 monitoring system for the safety of building occupants, whether required by law or not. ModSpace offers these services, at an additional cost. Customer is fully responsible for any and all necessary air permits, licensing, fees, or other additional required permits.

Customer is responsible for sourcing fuel for the Generator, and any potential risks associated therewith. If there is any fuel spillage, Customer is responsible for immediately reporting the spill to any necessary local, state and/or federal regulatory agencies, and ModSpace, within 4 hours. Customer is required to provide a firm, level (+/- 6'') Site with unencumbered accessibility and maneuverability to deliver, place and remove the Generator with standard delivery trucks. Customer will be charged additional fees if access to or maneuverability at the Site or around the Generator is limited or different from that when the Generator was delivered.

7. **Routine Maintenance.** Customer shall perform routine maintenance on the Generator, including maintenance of fuel and oil levels, and routine visual inspections of grease, filters, cooling system, water, batteries, and cleaning in accordance with the manufacturer's specifications. Customer shall submit to ModSpace a request for a service call if: (a) a need for service is required or (b) any maintenance or repairs are required. Any necessary service or repair shall only be performed by the third party provider of the Generator. Customer shall be determined to be the party responsible for any waste generated from use, maintenance, clean-up, remediation or repair of generator. ModSpace has no responsibility during the Lease term to inspect or perform any maintenance or repairs. If the third party Generator provider determines that repairs to the Generator are required, other than resulting from Ordinary Wear and Tear, Customer shall pay the full cost of repairs and rental of the Generator until the repairs are completed. Customer has the authority to and hereby grants the third party Generator provider the right to enter the physical location of the Generator for the purposes set forth in this Agreement.

8. **Customer Liability. DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE POSSESSION, CONTROL OR USE OF, THE GENERATOR, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION.** After an accident or incident, Customer shall (a) immediately notify ModSpace, the police, if necessary and Customer's insurance carriers; (b) secure and maintain the Generator and the surrounding premises in the condition existing at the time of such incident, until ModSpace or its agents investigate; (c) immediately submit to ModSpace copies of all police or other third party reports; and (d) pay ModSpace, in addition to other sums due herein the rental rate for Generator until the repairs are completed or (e) Generator replacement value at the time the Generator was lost or destroyed.

9. **Limited Warranty.** ModSpace does not design or manufacture the Generator and is not the agent of the party(ies) that do and therefore ModSpace disclaims all representations and warranties, express or implied, with respect to the quality or workmanship of the manufacture of the Generator, other than delivering in good safe working condition and the third party Generator provider making of repairs and installing replacement parts per manufacturer standards and instruction. Neither Customer nor ModSpace shall be liable to the other for any incidental, consequential, liquidated or special damages.

10. **Indemnification.** Customer agrees to indemnify, release, defend, and holds ModSpace and its employees, officers, directors and agents, contractors and persons harmless from and against all liabilities, claims, losses, damages, penalties, fines, sanctions and expenses (including reasonable attorneys' fees and other professional expenses including, without limitation, costs of advisors, consultants and experts with respect to investigation and remedial action) however arising or related to: any incident, accident, any damage to property, injury to or death of any person, any contamination or alleged contamination, remediation at the Site, or violation of law or regulation to the extent caused by the use, possession or control of the Generator during the Lease Term or breach of this Agreement, provided however this provision will not apply to the extent of the negligence or willful misconduct of ModSpace. Customer's indemnity obligations shall survive the expiration or termination of this Agreement.

11. **Customer Insurance.** During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverages: (i) General Liability Insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein, naming Modular Space Corporation as an additional insured; (ii) Property Insurance protecting against loss or damage to the Generator in an amount no less than the replacement value of the Generator; (iii) worker's compensation insurance as required by law, (iv) automobile liability insurance, in the same amounts set forth in subsections (i) and (ii), if the Generator is to be used on any roadway. Customer's failure to provide ModSpace a certificate of insurance evidencing the stated coverages and dollar limits shall not constitute a waiver, release or modification of any Customer coverages, limits, or obligations stated herein.

12. **Payment.** Customer shall pay all amounts due, without any offset or deduction, within 20 days after the date of ModSpace's invoice. Customer must notify ModSpace in writing of any disputed amounts within 30 days after the receipt of the invoice or Customer shall be deemed to have waived its right to dispute such amounts. Customer agrees to a late fee equal to the lesser of 1.5% per month or \$50.00 until the monthly invoice is paid in full.

13. **Default.** If the Customer fails to perform or observe any term or condition under the Agreement 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 this Agreement. Upon the occurrence of an event of default, ModSpace will have the option to (a) declare the entire balance of rent for the remainder of the Lease Term due and payable and accelerate payment of any other associated charges, (b) enter upon any premises where any or all the equipment is located and retake and retain the Generator free of all rights of the Customer without any obligation to redeliver, (c) avail itself of any other remedies in addition to any remedies provided in this Agreement or existing at law or in equity.

14. **Governing Law.** This Lease will be governed as to its construction, interpretation and effect by the laws of the Commonwealth of Pennsylvania without regard to principles of choice of laws. Customer hereby submits to jurisdiction and venue of any courts having situs in the Eastern District of Pennsylvania and Chester County, Pennsylvania.

Approved:

Customer: _____

Modular Space Corporation

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____