



Williams Scotsman inc
8550 Bellingrath Road
THEODORE AL
36582-2702
Toll Free: 800-782-1500

Your Sales Representative
Ricky Simmons
Phone: (251) 257-8330
Email:
richard.simmons@willscot.com

Agreement Number:
Q-1303492
Revision: 7
Date: 10/13/2023
Expiration Date:
4/7/2023

Lease Agreement

Lessee:0010433296
BALDWIN COUNTY COMMISSION
312 Courthouse Square Ste 11
BAY MINETTE, AL 36507

Contact:
Troy Dyess
18126 County Road 54
Robertsdale, AL 36567, US
Phone: 251-970-4051
Email: tdyess@baldwincountyal.gov

Ship To Address:
18126 County Rd 54
Robertsdale, AL 36567, US
Estimated Delivery Date :10/24/2023

| Rental Pricing Per Billing Cycle | Quantity | Price | Extended |
|--|----------|-----------|-------------|
| 60x12 Mobile Office or Similar | 1 | \$ 551.00 | \$ 551.00 |
| Personal Property Expense | 1 | \$ 23.14 | \$ 23.14 |
| ADA/IBC Steps | 1 | \$ 71.00 | \$ 71.00 |
| ADA/IBC Switchback Ramp - 36ft & Larger | 1 | \$ 375.00 | \$ 375.00 |
| Premium Conference Package | 1 | \$ 196.00 | \$ 196.00 |
| Premium Office Package | 3 | \$ 99.00 | \$ 297.00 |
| Data Hub - Rental | 1 | \$ 81.00 | \$ 81.00 |
| Minimum Lease Billing Period: 24 | | | |
| Total Recurring Building Charges: | | | \$ 551.00 |
| Subtotal of Other Recurring Charges: | | | \$ 1,043.14 |
| Total Recurring Charges Per Billing Cycle: | | | \$ 1,594.14 |
| Total Recurring Charges Per Billing Cycle Including Estimated Taxes: | | | \$ 1,737.61 |

Estimated Delivery And Installation

| | | | |
|--|---|-------------|--------------|
| Ramp - Knockdown & Return | 1 | \$ 600.00 | \$ 600.00 |
| Return - 12' wide | 1 | \$ 900.00 | \$ 900.00 |
| Essentials Material Handling | 1 | \$ 300.00 | \$ 300.00 |
| Standard Vinyl Skirting | 1 | \$ 2,040.00 | \$ 2,040.00 |
| Standard Setup and Anchor | 1 | \$ 1,250.00 | \$ 1,250.00 |
| Standard Skirting Removal | 1 | \$ 1,000.00 | \$ 1,000.00 |
| Standard Knockdown | 1 | \$ 900.00 | \$ 900.00 |
| Fuel Surcharge Delivery | 1 | \$ 207.00 | \$ 207.00 |
| Fuel Surcharge Return | 1 | \$ 207.00 | \$ 207.00 |
| Ramp - Delivery & Installation | 1 | \$ 875.00 | \$ 875.00 |
| Delivery - 12' wide | 1 | \$ 900.00 | \$ 900.00 |
| Total Delivery and Installation Charges: | | | \$ 9,179.00 |
| Total Delivery and Installation Charges Including Estimated Taxes: | | | \$ 10,005.11 |

Estimated Final Return Charges*

| | |
|---|--------------|
| Due On Final Invoice*: | \$ 0.00 |
| Due On Final Invoice Including Estimated Taxes*: | \$ 0.00 |
| Total Including Recurring Billing Charges, Delivery, Installation and Return**: | \$ 47,438.36 |
| Total Including Recurring Billing Charges, Delivery, Installation and Return Including Estimated Taxes**: | \$ 51,707.75 |



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Scope Of Work

OMNIA CONTRACT# R210503

Summary of Charges

| | | |
|---------------------------------------|-------------|---|
| Model: 60x12 Mobile Office or Similar | Quantity: 1 | Total Charges for (1) Building(s): \$ 47,438.36 |
| | | Total Charges for (1) Building(s) Including Estimated Tax: \$ 51,707.75 |

Additional Services: For your convenience, we also recommend the following items (not included in this Agreement)

BY INITIALING BELOW, BUYER/LESSEE/CUSTOMER HEREBY ACKNOWLEDGES AND CONFIRMS THAT IT HAS SELECTED THE INITIALED RECOMMENDED ITEMS TO BE ADDED TO THIS CONTRACT AND AGREES TO PAY THE ADDITIONAL SPECIFIED AMOUNT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT.

| Initial | Recommended Items | Billing Frequency | Qty | Price | Extended |
|---------|-------------------|-------------------|-----|-------|----------|
|---------|-------------------|-------------------|-----|-------|----------|



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Insurance Requirements Addendum

| QTY | PRODUCT | EQUIPMENT VALUE/BUILDING | DEDUCTIBLE PER UNIT |
|-----|--------------------------------|--------------------------|---------------------|
| 1 | 60x12 Mobile Office or Similar | \$51,797 | \$0.00 |

Lessee: BALDWIN COUNTY COMMISSION

Pursuant to the Williams Scotsman Lease Agreement and its Terms and Conditions ("Agreement"), a Lessee is obligated to provide insurance to Williams Scotsman, Inc. ("Lessor") with the following insurance coverage:

1. **Commercial General Liability Insurance:** policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence, naming the Lessor as Additional Insured and Loss Payee.
2. **Commercial Property Insurance:** covering all losses or damage, in an amount equal to 100% of the Equipment Value set forth in the Lease providing protection against perils included within the classification and special extended perils (all "risk" insurance), naming the Lessor as Additional Insured and Loss Payee.

By signing below, the Lessee agrees to the terms and conditions stated herein. All other general Terms and Conditions of the Agreement shall remain the same and in full force and effect. Each party is hereby authorized to accept and rely upon a facsimile or electronic signature of the other party on this Addendum. Any such signature shall be treated as an original signature for all purposes.

Commercial General Liability Insurance

Lessee is providing Commercial General Liability Insurance in accordance with the requirements set forth in the Lease Agreement and Lessee shall provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

Commercial Property Insurance

Lessee is providing Commercial Property Insurance in accordance with the requirements set forth in the Lease Agreement and shall provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

FOR INFORMATIONAL PURPOSE ONLY: Please forward this document to your insurance carrier.



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Clarifications

***Final Return Charges are estimated and will be charged at Lessor's prevailing rate at time of return. **All prices include estimated taxes if applicable. All Lessees and Leases are subject to credit review.** In addition to the stated prices, customer shall pay any local, state or provincial, federal and/or personal property tax or fees related to the equipment identified above ("Equipment"), its value or its use. Lessee acknowledges that upon delivery of the Equipment, this Agreement may be updated with the actual serial number(s), delivery date(s), lock serial number(s), etc, if necessary and Lessee will be supplied a copy of the updated information. Prices exclude taxes, licenses, permit fees, utility connection charges, site preparation and permitting which is the sole responsibility of Lessee, unless otherwise expressly agreed by Lessor in writing. Lessee is responsible for locating and marking underground utilities prior to delivery and compliance with all applicable code requirements unless otherwise expressly agreed by the Lessor in writing. Price assumes a level site with clear access. Lessee must notify Lessor prior to delivery or return of any potentially hazardous conditions or other site conditions that may otherwise affect delivery, installation, dismantling or return of any Equipment. Failure to notify Lessor of such conditions will result in additional charges, as applicable. Physical Damage & Commercial Liability insurance coverage is required beginning on the date of delivery. Lessor is not responsible for changes required by code or building inspectors. **Pricing is valid for thirty (30) days.**

Please note the following important billing terms:

- In addition to the first billing period rental and initial charges, last billing period rent for building and other recurring rentals/services (excluding General Liability Insurance and Property Damage Waivers), will be billed on the initial invoice. Any amounts prepaid to Williams Scotsman will be credited on the final invoice.
- Invoices are due on receipt, with a twenty (20) day grace period. Interest will be applied to all past due amounts.
- Invoices are due on receipt, with a twenty (20) day grace period. Late fees will be applied to all past due amounts.
- Williams Scotsman preferred method of payment is ACH. Payments made by check are subject to a Paper Check Fee, charged on the next invoice following payment by check. ***LESSEE EXEMPT**
- Williams Scotsman preferred method of invoicing is via electronic transmission. Customers are encouraged to provide an email address or use MMConnect. Invoices sent standard mail are subject to a paper invoice fee, charged on the following invoice. ***LESSEE EXEMPT**

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor Modular Equipment and Value Added Products (as such items are defined in Lessor's General Terms & Conditions) selected by Lessee as set forth in this Agreement. All such items leased by the Lessee for purposes of this Lease shall be referred to collectively as the "Equipment". By its signature below, Lessee hereby acknowledges that it has read and agrees to be bound by the Lessor's General Terms & Conditions (6-3-22) located on Lessor's internet site (<https://www.willscot.com/About/terms-conditions>) in their entirety, which are incorporated herein by reference and agrees to lease the Equipment from Lessor subject to the terms therein. Although Lessor will provide Lessee with a copy of the General Terms & Conditions upon written request, Lessee should print copies of this Agreement and General Terms & Conditions for recordkeeping purposes. Each party is authorized to accept and rely upon a facsimile signature, digital, or electronic signatures of the other party on this Agreement. Any such signature will be treated as an original signature for all purposes and shall be fully binding. The undersigned represent that they have the express authority of the respective party they represent to enter into and execute this Agreement and bind the respective party thereby.

Invoicing Options (select one)

☐ Paperless Invoicing Option

Williams Scotsman prefers electronic invoicing, an efficient, convenient and environmentally friendly process. To avoid fees, provide us with the proper email address for your invoices.

Corrected Email Address: _____

☐ Standard Mail Option

Customer prefers to receive paper invoice via mail. Fees may apply. Invoices will be mailed to:

312 COURTHOUSE SQUARE STE 15
BAY MINETTE, AL, 36507, US

Enter a new billing address: _____



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Signatures

Lessee: BALDWIN COUNTY COMMISSION

Lessor: Williams Scotsman inc

Signature:

Signature:

Print Name:

Billie Jo Underwood

Print Name:

Ricky Simmons

Title:

Chairman

Title:

Territory Sales Manager

Date:

11/07/2023

Date:

4 DEC 24

PO#:

