

**CITY OF LAKE WORTH BEACH STANDARD ADDENDUM
(Willscot – 1900 2nd Ave N Project)**

This Addendum is made as of the 15th day of September^{10/1/2025}, 2025, by and between the **City of Lake Worth Beach**, located at 7 N. Dixie Highway, Lake Worth Beach, FL 33460, a Florida Municipal Corporation (“City”) and **Williams Scotsman, Inc., d/b/a Willscot**, a Maryland corporation authorized to do business in the State of Florida, located at 901 S. Bond Street, Suite 600, Baltimore, MD 21231 (“Vendor”).

This Addendum sets forth additional terms and conditions to or amendments to the terms and conditions of the Vendor Master Agreement and Vendor Master Lease Agreement and Order, which are attached hereto as Exhibit “A” or located at <https://www.omniapartners.com/suppliers/williams-scotsman-inc/public-sector/contract-documents?hsCtaAttrib=160576373074#c6477> (collectively, the “Agreement”; and, with this Addendum, the listed documents are jointly referred to as the “Contract Documents”). The terms of this Addendum shall be deemed to amend, modify, supplement, replace, and/or supersede (as applicable) any inconsistent provisions in the Agreement, to the extent of the inconsistency. The parties agree as follows:

SECTION 1 – PAYMENTS

1.1 Invoices and payments shall be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et seq, Florida Statutes. Consistent therewith, payments shall be subject to interest at the rate of 1% per month from thirty (30) days after the due date.

1.2 The parties acknowledge and agree that City is a municipal corporation of the State of Florida, and as such, the Contract Documents are subject to budgeting and appropriation by City of funds sufficient to pay the costs associated herewith in any fiscal year of City. Notwithstanding anything in the Contract Documents to the contrary, in the event that no funds are appropriated or budgeted by City’s governing board in any fiscal year to pay the costs associated with City’s obligations under the Contract Documents, or in the event the funds budgeted or appropriated are, or are estimated by City to be, insufficient to pay the costs associated with City’s obligations hereunder in any fiscal period, then City will notify the Vendor of such occurrence and either party may terminate the Contract Documents by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to City of any kind whatsoever; however, City shall pay the Vendor for all services performed under the Contract Documents through the date of termination.

SECTION 2 – INDEMNIFICATION

2.1 Without waiving any rights to sovereign immunity, and subject to the limitations of and to the extent permitted by Section 768.28, Florida Statutes, as amended from time to time, City agrees to be responsible for its negligent acts or omissions arising out of or related to the Contract Documents. Nothing contained in this provision or in any of the Contract Documents shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, as amended from time to time. The City shall not be required to indemnify Vendor under the Contract Documents. Section 768.28, Florida Statutes, is deemed to apply to the Contract Documents for claims and actions arising in tort and/or contract.

SECTION 3 – CONTROLLING LAW; VENUE; REMEDIES; ENFORCEMENT COSTS; JURY TRIAL WAIVER

3.1 The Contract Documents shall be governed by the laws of the State of Florida. Any and all legal action, including mediation, necessary to enforce the Contract Documents will be held in Palm Beach County, Florida.

3.2 If any legal action or other proceeding is brought for the enforcement of the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney's fees. Each party also agrees to waive any and all rights to a trial by jury for any and all disputes or claims which may be related to or arise out of the Contract Documents. This provision shall supersede and specifically replace all other conflicting provisions in the Contract Documents.

SECTION 4 - AUTHORITY TO PRACTICE

4.1 Vendor represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner and in conformance with all applicable laws. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 5 – SEVERABILITY

5.1 If any term or provision of the Contract Documents, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the Contract Documents, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the Contract Documents shall be deemed valid and enforceable to the extent permitted by law.

SECTION 6 - PUBLIC ENTITY CRIMES AND SCRUTINIZED COMPANIES

6.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Vendor certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted Vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

6.2 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Vendor certifies that it is not participating in a boycott of Israel. The City and Vendor agree that the City will have the right to terminate the Contract Documents if Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

SECTION 7 - ENTIRETY OF CONTRACTUAL AGREEMENT

7.1 The City and Vendor agree that this Addendum and the other Contract Documents set forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Contract Documents may be added to, modified, superseded or otherwise altered by Vendor, except by written instrument executed by the both parties hereto.

SECTION 8 – WAIVER

8.1 Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce or exercise said right(s) at any time thereafter.

SECTION 9 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

9.1 The contract between the parties consists of this Addendum and the remaining Contract Documents. To the extent that there exists a conflict between this Addendum and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Addendum shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 10 – TAXES

10.1 The City is exempt from payment of Florida State Sales and Use Tax. Vendor shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the City, nor is Vendor authorized to use the City's Tax Exemption Number in securing such materials. Vendor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to the Contract Documents.

10.2 The City is exempt from Florida State and local property taxes. Vendor shall not be exempted from paying ad valorem, real property, and ownership tax/personal property taxes, licensing and titling fees, and any other third-party fees to fill contractual obligations with the City, nor is Vendor authorized to use or rely on the City's tax exemption.

SECTION 11 –PALM BEACH COUNTY IG

11.1 In accordance with Palm Beach County ordinance number 2011-009, this Addendum and the Contract Documents may be subject to investigation and/or audit by the Palm Beach County Inspector General. Vendor should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

11.2 Vendor shall not provide gifts or entertainment to City, its elected officials or employees.

SECTION 12 – PUBLIC RECORDS LAW

12.1 Public Records: Vendor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes (the "Public Records Act"), and specifically agrees to:

- a. Keep and maintain public records required by the City to perform the services.
- b. Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract

Documents following completion of the Contract Documents if the Vendor does not transfer the records to the City.

d. Upon completion of the Contract Documents, transfer, at no cost, to the City all public records in possession of Vendor or keep and maintain public records required by the City to perform the service. If Vendor transfers all public records to the City upon completion of the Contract Documents, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Contract Documents, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT DOCUMENTS, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF LAKE WORTH BEACH AT (561) 586-1662, CITYCLERK@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

SECTION 13 – DISCRIMINATION

13.1 Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Vendor shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by City at any time during the term of the Contract Documents.

SECTION 14 – DISPUTE RESOLUTION

14.1 The City shall not be required to enter into arbitration under the Contract Documents.

SECTION 15 – LIMITATION OF LIABILITY

15.1 The liability of the City, regardless of legal theory shall not be greater than the annual license fees actually paid by City to Vendor in connection with the products or services at issue during the term of the Contract Documents for the year prior to such claim of liability.

SECTION 16 – NO CONSEQUENTIAL DAMAGES

16.1 In no event shall City be liable to Vendor for any loss of goodwill or reputation, lost revenues or profits or incidental, special, indirect, consequential, exemplary, enhanced or punitive damages arising

out of or related to the Contract Documents, whether such alleged damages are labeled in tort, contract, or otherwise, and even if Vendor has been advised of the possibility of such damages.

SECTION 17 – E-VERIFY

17.1 Pursuant to Section 448.095(5), Florida Statutes, Vendor shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under the Contract Documents) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
- c. Maintain copies of all subcontractor affidavits for the duration of the Contract Documents and provide the same to City upon request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
- e. Be aware that a violation of Sections 448.09 or 448.095, Florida Statutes, shall be grounds for termination of the Contract Documents; and
- f. Be aware that if City terminates the Contract Documents under Section 448.095(5)(c), Florida Statutes, Vendor may not be awarded a contract for at least one (1) year after the date on which the Contract Documents are terminated and will be liable for any additional costs incurred by City as a result of termination of the Contract Documents.

SECTION 18 – INSURANCE

18.1 Vendor shall procure and maintain and shall cause any subcontractor of Vendor to procure and maintain, the minimum insurance coverages listed below throughout the term of the Contract Documents. Such coverages shall be procured and maintained with forms and insurers acceptable to City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- a. Cyber Liability with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as set forth in the Contract Documents and shall include, but not be limited to, claims involving data breach, media content, infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with sufficient limits to respond to these obligations.
- b. Professional Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) general aggregate. Coverage shall be afforded on a form acceptable to the City.

- c. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent consultants, and products. The policy shall contain a severability of interest provision and shall be endorsed to include City and City's officers, employees, and consultants as additional insureds.
- d. Worker's Compensation insurance in accordance with Chapter 440, Florida Statutes, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee.
- e. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- f. Vendor shall insure that sub-contractors used under the Contract Documents, maintain adequate levels of the above-required Insurance.
- g. City shall be named as an additional insured on all required insurance coverage.
- h. Except for Professional Liability and Workers' Compensation, all policies shall contribute as primary and non-contributory. All policies provided by Vendor or a subcontractor shall include a waiver of subrogation.
- i. Prior to commencement of Services, Vendor shall submit to City certificates of insurance evidencing the required insurance as stated herein.

SECTION 19 –ACCESS AND AUDITS

19.1 Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services for at least three (3) years after completion of the Contract or as otherwise required by law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours and upon reasonable prior notice, at Vendor' place of business. In no circumstances will Vendor be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 20 – HUMAN TRAFFICKING

20.1 Vendor attests that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

SECTION 21 – NO THIRD-PARTY BENEFICIARIES

21.1 Nothing contained in the Contract Documents shall create a contractual relationship with, or a cause of action in favor of, a third party against either the City or Vendor.

SECTION 22 – AMENDMENT

22.1 The Contract Documents may be amended only by mutual written agreement of the parties.

SECTION 23 – EXECUTION AND EFFECTIVENESS

23.1 The Contract Documents may be executed digitally or electronically by the parties and such execution will serve as and have the same effect as an original signature.

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IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as of the day and year set forth above.

ATTEST:



CITY OF LAKE WORTH BEACH

By: Melissa Ann Coyne, MMC
Melissa Anne Coyne, MMC, City Clerk

By: Betty Resch
Betty Resch, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED FOR FINANCIAL SUFFICIENCY

By: Elizabeth Lenihan
Glen J. Torcivia, City Attorney

By: Yannick Ngendahayo
Yannick Ngendahayo, Financial Services Director

VENDOR: WILLIAMS SCOTSMAN, INC. D/B/A WILLSCOT, a Maryland corporation authorized to do business in Florida

By: Amber Bouie

Print Name: Amber Bouie

Title: Contracts / ACC

ACCEPTED SUBJECT TO WILLIAMS SCOTSMAN, INC. TERMS AND CONDITIONS WHICH SHALL TAKE PRECEDENCE.

[CORPORATE SEAL]

STATE OF Arizona
COUNTY OF Maricopa

The foregoing instrument was acknowledged before me this 10th day of Sept, 2025, by Amber Bouie, as Contracts/ACC of Williams Scotsman, Inc., d/b/a Willscot, a Maryland corporation authorized to do business in the State of Florida, and who was physically present and who is personally known to me or ___ who has produced the following as identification and who did take an oath that the facts stated in the foregoing instrument with regard to section 787.06, Florida Statutes, are true and correct, and he or she is duly authorized to execute the foregoing instrument and bind Williams Scotsman, Inc. to the same.

[SEAL]

Notary Public:
Priscilla Lara

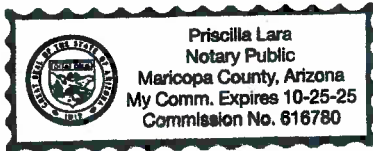


EXHIBIT "A"

Vendor Master Lease Agreement and Order (4 pages total)



Your Sales Representative
Sidney Adelstein

sidney.adelstein@willscot.com

Agreement Number: Q-2158166

Revision: 1

Date: 9/8/2025

Expiration Date: 9/28/2025

Master Lease Agreement and Order

| | | |
|---|--|--|
| Lessee:0010550393 City of Lake Worth Beach 7 North Dixie Highway LAKE WORTH, FL 33460 | Contact: William Waters 7 North Dixie Highway LAKE WORTH, FL 33460, US Phone: 561-586-1634 Email: wwaters@lakeworthbeachfl.gov | Ship To Address: 1900 2ND AVE N LAKE WORTH BEACH, FL 33461, US Estimated Delivery Date :10/1/2025 |
|---|--|--|

| Rental Pricing Per Billing Cycle | Quantity | Price | Extended |
|-------------------------------------|----------|-------------|-------------|
| Single Story - 20'x72' Flex | 1 | \$ 3,600.00 | \$ 3,600.00 |
| Personal Property Expense | 1 | \$ 180.00 | \$ 180.00 |
| Loss Damage Waiver (8) | 9 | \$ 129.00 | \$ 1,161.00 |
| General Liability Insurance | 1 | \$ 30.00 | \$ 30.00 |
| ADA/IBC Steps w/ Canopy | 1 | \$ 125.00 | \$ 125.00 |
| ADA/IBC Ramp w/Canopy & Steps < 30' | 1 | \$ 525.00 | \$ 525.00 |
| Data Hub - Rental | 1 | \$ 110.00 | \$ 110.00 |
| Lg. Format FLEX Window | 22 | \$ 25.00 | \$ 550.00 |
| FlexGlass | 76 | \$ 11.50 | \$ 874.00 |

| | | |
|---|--------------------------------------|--------------------|
| Minimum Lease Billing Period: 16 | Total Recurring Building Charges: | \$ 3,600.00 |
| Billing Cycle : 28 days | Subtotal of Other Recurring Charges: | \$ 3,555.00 |
| Total Recurring Charges Per Billing Cycle: | | \$ 7,155.00 |
| Total Recurring Charges Per Billing Cycle Including Estimated Taxes: | | \$ 7,614.86 |

Estimated Delivery And Installation

| | | | |
|---|-----------|--------------|---------------------|
| Delivery Flatbed FLEX | 9 | \$ 300.00 | \$ 2,700.00 |
| Fuel Surcharge Delivery | 9 | \$ 69.00 | \$ 621.00 |
| Return Flatbed FLEX | 9 | \$ 300.00 | \$ 2,700.00 |
| Fuel Surcharge Return | 9 | \$ 69.00 | \$ 621.00 |
| Essentials Delivery Charge | 1 | \$ 2,250.00 | \$ 2,250.00 |
| Standard Flex Complex Setup and Anchor | 1 | \$ 11,575.00 | \$ 11,575.00 |
| Standard Flex Complex Knockdown | 1 | \$ 7,325.00 | \$ 7,325.00 |
| Custom Skirting Removal | 1 | \$ 1,000.00 | \$ 1,000.00 |
| Special Equip required for installation | FORK LIFT | \$ 2,100.00 | \$ 2,100.00 |
| Special Equip required for removal | FORK LIFT | \$ 2,100.00 | \$ 2,100.00 |
| State Approved Building Plans | 1 | \$ 1,500.00 | \$ 1,500.00 |
| Ramp / Stair Plans | 1 | \$ 200.00 | \$ 200.00 |
| Ramp - Delivery & Installation | 1 | \$ 1,200.00 | \$ 1,200.00 |
| Ramp - Knockdown & Return | 1 | \$ 1,200.00 | \$ 1,200.00 |
| Interior Wall-Install | 76 | \$ 5.25 | \$ 399.00 |
| Interior Wall-Knockdown | 76 | \$ 3.30 | \$ 250.80 |
| Custom Vinyl Skirting | 1 | \$ 3,500.00 | \$ 3,500.00 |
| Total Delivery and Installation Charges: | | | \$ 41,241.80 |
| Total Delivery and Installation Charges Including Estimated Taxes: | | | \$ 44,039.73 |

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**: \$ 155,721.80 | |
| Total Including Recurring Billing Charges, Delivery, Installation and Return Including Estimated Taxes**: \$ 165,877.49 | |



Your Sales Representative
Sidney Adelstein
sidney.adelstein@willscot.com

Agreement Number: Q-2158166
Revision: 1
Date: 9/8/2025
Expiration Date: 9/28/2025

Summary of Charges

| | | |
|------------------------------------|-------------|--|
| Model: Single Story - 20'x72' Flex | Quantity: 1 | Total Charges for (1) Building(s): \$ 155,721.80 |
| | | Total Charges for (1) Building(s) Including Estimated Tax: \$ 165,877.49 |



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Agreement Number: Q-2158166

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Date: 9/8/2025

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Master Lease Terms & Conditions

1. This Master Lease Agreement shall apply to any Order between Williams Scotsman, Inc. and/or any affiliate ("Lessor") and City of Lake Worth Beach ("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 its 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.



Your Sales Representative
Sidney Adelstein

sidney.adelstein@willscot.com

Agreement Number: Q-2158166

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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 30 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 [CUSTOMER EXEMPT], AND AN ADMINISTRATIVE CHARGE PER BILLING CYCLE THE INVOICE REMAINS UNPAID.[CUSTOMER EXEMPT]
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.

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|---|--------------------|
| Lessee: City of Lake Worth Beach | |
| Signature: <i>Betty Resch</i> | Date: 10/1/2025 |
| Print Name: | Title: |
| PO#: | |