

Addendum to Lease Agreement (1274462) – Add on Rental Equipment/Services**Lessee:** 1047827
COUNTY OF SAN BERNARDINO
385 N ARROWHEAD AVE
SAN BERNARDINO, California 92401**Quote Contact:** Johnathan Hall
9095800037
halljo@armc.sbcounty.gov
Site Contact: Johnathan Hall
9095800037
halljo@armc.sbcounty.gov**Equipment Location:**
1499 Foothills blvd.
SAN BERNARDINO, CA 92404**Order:** 1275474By this Addendum, **Williams Scotsman, Inc.** and the Lessee agree to modify the original Lease Agreement ("Lease") as set forth below.

Additional Rental Equipment Pricing Per Month	Quantity	Price	Extended Price/ Month
ADA/IBC Ramp-30'& less w/ step	1	\$150.00	\$150.00

Description of One Time Parts/Services	Quantity	Price	Extended Price
Ramp - Delivery & Installation	1	\$647.43	\$647.43
Ramp - Knockdown & Return	1	\$542.86	\$542.86

Scope of Work**Addendum Terms & Conditions**

Lessee hereby agrees to pay for the additional Equipment and Services and any applicable taxes commencing with the next invoice in accordance with the Lease. All other Terms and Conditions of the Lease shall remain the same and in full force and effect and shall apply to the additional Rental Equipment set forth herein. Adjustments to charges for equipment removal and return freight at time of return may be required. Payments are due upon receipt of invoice.

Lessee Signature

By signing below, the Lessee agrees to the terms and conditions stated & incorporated herein by reference. The undersigned represents that they have express authority on behalf of the Lessee to enter into and execute this Addendum and bind the respective party thereto. Electronic or facsimile signatures shall be treated as an original signature for all purposes. This Addendum is effective and binding upon Lessee's signature, no countersignature by Lessor is required. Lessee agrees to pay all amounts sets forth herein and on the monthly invoices delivered to Lessee without demand.

Lessee (Name): COUNTY OF SAN BERNARDINOSignature: 

Print Name: Gary McBride, County CEO

Date: 8/10/20

Return To: LAXLeases@willscot.com

Questions About this Agreement?

Prepared By: Michael Myers

Phone: 951-200-3107

Email: mmyers@willscot.com

**ADDENDUM FOR CLEANING AND/OR DISINFECTION
SERVICES COVID 19 Rev 3.25.20**

Williams Scotsman, Inc. (hereinafter also, "Williams Scotsman") and Lessee [collectively, "the Parties"] have entered into a lease agreement dated June 24, 2020 ("Lease Agreement") for modular equipment and related value added products and services and ancillary accessories or equipment described therein ("the Equipment").

Lessee has notified Williams Scotsman that it has confirmed a positive case(s) or cases of COVID outbreak during the Lessee's use and occupancy of the Equipment. The Lessee is solely responsible and is taking all necessary steps to ensure the health and safety of its employees, agents, subcontractors and representatives and has developed and instituted its emergency preparedness plan.

Lessee has requested that Williams Scotsman hire an outside contractor ("Contractor") to assist with the cleaning and disinfection ("Cleaning Services") of the Equipment such Cleaning Services methodology, techniques, cleaning sequences, procedures and disinfection methods, techniques, procedures and protocols to be determined by Contractor in its sole discretion. Williams Scotsman is willing to hire the outside contractor to provide the Cleaning Services subject to the terms and conditions of this Addendum.

Now therefore, in consideration of the covenants set forth herein the parties agree as follows:

1. Cleaning/Disinfection Services/Compensation. Lessee understands and agrees that the Contractor is an independent contractor of Williams Scotsman and will provide the Cleaning Services in accordance with the Contractor's own methodology, techniques, cleaning sequences, procedures, disinfection methods, and protocols as determined solely by Contractor in its sole and absolute discretion. As compensation for the Cleaning Services, Lessee agrees to pay Williams Scotsman the sum as referenced in the attached agreement upon execution of this Addendum.
2. Disclaimer of Warranty. Williams Scotsman does not certify, insure or warrant that the Cleaning Services provided by the Contractor will make the Equipment virus or COVID-19 free, or that future contamination may not occur. WILLIAMS SCOTSMAN DISCLAIMS ANY WARRANTIES WITH RESPECT TO THE CLEANING SERVICES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES.
3. Indemnification and Release by Lessee for Cleaning Services. In addition to Lessee's indemnity and defense obligations set forth in the Lease Agreement, AND IN CONSIDERATION OF THE COVENANTS HEREIN, THE SUFFICIENCY OF WHICH IS ACKNOWLEDGED, TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE SHALL FULLY RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS AND COVENANTS NOT TO SUE WILLIAMS SCOTSMAN, ITS CONTRACTOR(S), SUBCONTRACTORS, PARENTS, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, INSURERS, AGENTS, REPRESENTATIVES AND THEIR RESPECTIVE REPRESENTATIVES INCLUDING OFFICERS, DIRECTORS, MEMBERS, AGENTS, EMPLOYEES, SUBCONTRACTORS AND OTHERS ("HEREINAFTER COLLECTIVELY, "WILLIAMS SCOTSMAN"), FROM ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, ("CLAIMS") OF ANY KIND OR

NATURE ARISING OUT OF OR RELATED TO COVID-19 OR COVID OUTBREAK AGAINST WILLIAMS SCOTSMAN IN CONNECTION WITH AND/OR AS A CONSEQUENCE OF THE CLEANING SERVICES, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE, OR CONCURRENT NEGLIGENCE OF WILLIAMS SCOTSMAN. Lessee's obligations to defend and indemnify WILLIAMS Scotsman shall survive the expiration or earlier termination of this Agreement in all circumstances. The duty to defend pursuant to this section is independent from the duty to indemnify, arises immediately upon the presentation of a claim by any party, and exists regardless of whether fault is ultimately apportioned to Williams Scotsman by any forum. In addition to the Lessee's obligations of indemnity and defense herein, Lessee shall name Williams Scotsman as an additional insured on all policies of insurance providing applicable coverage for all losses AND PROVIDE A WAIVER OF SUBROGATION IN FAVOR OF WILLIAMS SCOTSMAN ON GENERAL LIABILITY AND WORKERS COMPENSATION POLICIES, including without limitation, those losses indemnified against in this paragraph 3 herein.

4. Cleaning and Disinfecting during continued use and occupancy. Lessee shall clean and disinfect the Equipment during its use and occupancy of the Equipment and upon the time which it vacates the Equipment. Lessee shall perform such cleaning and disinfection using cleaning solutions that strictly comply with all applicable CDC, WHO, or other regulatory or governmental agencies for cleaning and disinfecting areas for COVID-19, including without limitation, using products with EPA-approved emerging viral pathogens claims ("Regulatory Guidelines"). When Lessee vacates the Equipment, prior to the cleaning and disinfection process, Lessee shall promptly remove from the Equipment all of its personal property, together with all equipment and materials used for the cleaning and disinfection work. Lessee shall ensure that the Equipment is returned to Williams Scotsman in clean condition, free of all waste and debris and in the same condition as delivered to Lessee. After completion of the cleaning and disinfection work, Lessee shall ensure that no party or person accesses the Equipment at any time, and it shall be Lessee's sole responsibility to comply with all federal, state, local or other applicable law governing the disposal of medical waste. Lessee shall contractually require the same duties of compliance set forth herein from any vendor or subcontractor performing any cleaning or disinfection services. Lessee understands and agrees that Williams Scotsman reserves its right to have its own vendor clean and disinfect the Equipment at the Lessee's sole cost and expense, prior to the removal of the Equipment from the site.
5. Return of Equipment. After Lessee vacates the Equipment as set forth in this Addendum, Lessee shall notify Williams Scotsman that the Equipment is ready for removal by Williams Scotsman. The Lessee shall ensure that the Equipment has been vacated for a period of time that is in compliance with any regulatory guidance by the CDC, WHO or other governmental agencies (the "Vacated Period") prior to contacting Williams Scotsman for removal or as otherwise may be requested by Williams Scotsman. Lessee shall be solely responsible for preventing access to and securing the Equipment during the Vacated Period, and until the date Williams Scotsman completes its removal of the Equipment from the Lessee's site.
6. Rent. Rent shall continue to accrue until the date of completed removal of the Equipment by Williams Scotsman. Lessee understands and agrees that Lessee is required to provide Williams Scotsman with a minimum of thirty (30) days' advance written notice of its return of the Equipment and agrees that Williams Scotsman's time frame for removal of the Equipment may be extended by Williams Scotsman as necessary due to availability of resources, vendors,

or other circumstances. beyond Williams Scotsman's control and Rent shall continue to accrue.

7. Duty to Notify and Implement Preventative Measures. Lessee shall immediately notify Williams Scotsman in writing if any of its employees, agents, subcontractors have been directed to self-isolate, or otherwise is presumed to be positive, or tests positive, for COVID-19. Lessee shall ensure that all personnel occupying or otherwise coming into contact with the Equipment shall take preventive measures to avoid exposure or to infection by the virus causing COVID-19 by using the measures put in place by the CDC, WHO or other applicable regulatory bodies.
8. Miscellaneous. In the event of a conflict between any provision in the Lease Agreement and this Addendum, the provisions of this COVID-19 Addendum shall govern and control. If any of the provisions contained herein are held to be invalid, illegal or unenforceable it shall not affect the validity of any other provisions of this Agreement. Further, upon such determination the court or other tribunal making such severability determination is authorized and instructed to modify this Addendum so as to give effect to the original intent of the parties as closely as possible so that such term is enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, Lessee, intending to be legally bound, has caused its duly authorized officer(s) to execute this Addendum as of the date provided below.

Customer (Name): COUNTY OF SAN BERNARDINO

Signature:



Print Name: Gary McBride, County CEO

Date:

8/10/20
