

Master Lease Terms & Conditions (Rev. 1/16/2024)

1. This Master Lease Agreement shall apply to any Order between Williams Scotsman, Inc. and/or any affiliate ("Lessor") and [LESSEE NAME] ("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 it's 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.

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 10 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, AND AN ADMINISTRATIVE CHARGE PER BILLING CYCLE THE INVOICE REMAINS UNPAID.
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.