MASTER AGREEMENT #______
FOR THE LEASE OF PORTABLE CLASSROOMS TO THE SAN FRANCISCO UNIFIED
SCHOOL DISTRICT

THIS MASTER LEASE AGREEMENT #______ ("Master Lease Agreement") is made as of the day of
_______, 20___ by and between (Company Name) at (Company Address) hereinafter called
"LESSOR" or Vendor, and the San Francisco Unified School District, hereinafter referred to as
"DISTRICT", acting under and by virtue of the authority vested in DISTRICT by the laws of the State
of California.

WHEREAS, DISTRICT, by its Resolution No. _________________ W___ adopted on the ___th day of
_______, 20___, (a copy of which is attached and made a part of this Agreement), awarded to
LESSOR the following Master Lease Agreement.

LEASE/SUPPLY & INSTALLATION AND REMOVAL OF TEMPORARY PORTABLE BUILDINGS
for
VARIOUS SCHOOL SITES -- SAN FRANCISCO UNIFIED SCHOOL DISTRICT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, LESSOR
and DISTRICT agree as follows:

Article 1. Scope of Work

1.1 Vendor shall supply and install various DSA approved portable classrooms (hereinafter
"Equipment") at various Schools for the San Francisco Unified School DISTRICT’s Facilities
Department for a duration not to exceed five years, unless an extension is previously
approved by the District’s Board of Education.

1.2 Vendor shall provide all permits necessary for the delivery of the Equipment to the sites.
DISTRICT shall provide all permits for the installation, assembly and occupancy of the
Equipment.

1.3 LESSOR shall provide Equipment that meets or exceeds the requirements of the State of
California, Department of Housing Code, and Division of State Architect ("DSA") and/or
Department of Housing requirements, as referenced in Exhibit A "Scope of Services and Building
Specifications" and Exhibit B "Typical Classroom and Restroom Layouts".

Article 2. Project Management

2.1 DISTRICT will designate a Project Manager to assume all duties and responsibilities and
have the rights and authorities assigned to the Project Manager in connection with completion
of Work and in accordance with Master Lease Agreement.

Article 3. Performance of Work

Work shall be assigned upon Vendor’s acceptance, signature and receipt of this executed Master
Lease Agreement from DISTRICT. Work will be assigned on a per project basis, and shall
commence with the signature and award of a Project by the Board of Education, in accordance with
the delivery and installation schedule mutually agreed upon between Vendor and DISTRICT.

Any delay in Vendor’s delivery of the Equipment is excused only for delays in delivery due to fire,
flood, windstorm, riot, civil disobedience, strike, Acts of God, or other circumstance beyond

Vendor's reasonable control, which Vendor could not anticipate, which shall prevent the making of deliveries in the normal course of business. Vendor is not otherwise excused for delay in delivery of the Equipment, except to the extent of any changes to the delivery and installation schedule mutually agreed upon between Vendor and DISTRICT.

With respect to work performed on DISTRICT property, DISTRICT agrees and acknowledges that its’ Contractor that performed and/ or will be performing a work of construction at the work site is responsible for providing traffic control, access to the work site and a safe work environment - Where no agreement for construction is underway, DISTRICT is required to provide necessary traffic control, including SFPD “No Parking Street Permits”, access to the work site and a safe work environment.

**Article 4. Master Lease Agreement Term**

The Equipment will be ordered and delivered on a per project basis through individual Board-approved Project Lease Agreements which shall set forth site specific terms, and shall be otherwise governed solely by the terms and conditions set forth in this Master Lease Agreement. The Master Lease Agreement will commence on **February 28, 2018** and end on **March 1, 2023**, unless otherwise agreed to by the Parties and as set-forth herein.

**Article 5. Master Lease Agreement /Lease Rates/Charges /Billing and Payment**

5.1 DISTRICT shall pay Vendor according to the agreed upon Master Lease Agreement rates per unit leased and their associated transport, installation, cleaning, damage/restore fees and removal costs. The Anticipated Lease Rates and Charges are defined in **Exhibit A, which Exhibit A is** attached hereto and fully incorporated by its reference into this Master Lease Agreement.

5.2 The parties understand and agree that this Master Lease Agreement has been prepared with the input and review of LESSOR and DISTRICT in order to memorialize a lease arrangement pursuant to which LESSOR agrees to provide Equipment to DISTRICT for DISTRICT’S use on an as-needed per project basis, as provided for in the RFP for Portable Classrooms. In compensation for said use, LESSOR shall be due each individual “Project Lease Agreement Sum” based on costs for Equipment referenced in Exhibit A of this Master Lease Agreement and, from the date of the execution of this Master Lease Agreement, said Project Lease Agreement Sum compensation shall be paid as a monthly rental fee and shall be paid monthly, on the first day of each month. All rent shall be paid to LESSOR at the address to which notices to LESSOR are given. The Project Lease Agreement Sum shall be inclusive of all other labor, materials, site work, access, fees, taxes, costs and expenses and other related charges for performance of the Work under this Master Lease Agreement and all individual Project Lease Agreements. In addition to monthly rent for the lease of the Equipment, DISTRICT shall pay LESSOR for work related to the delivery, installation and subsequent removal of the Equipment, at rates set forth in Exhibit A, Net 30 days from date of invoice, which LESSOR shall issue following completion of the work. Notwithstanding the foregoing, the cost of removal of the Equipment may be modified from the rates set forth in Exhibit A, upon mutual agreement by the parties, due to unknown or changed conditions and may be modified at Vendor’s discretion to reflect current market rates at the time of return, in the event that the lease of the Equipment is extended beyond the term. In the event that the lease of the Equipment is extended beyond the initial lease term, Vendor may revise the monthly rental fee on an annual basis.

5.3 For the purposes of this Master Lease Agreement, a month is defined as 30 calendar days. The first 30-day billing period will commence upon delivery of the Equipment and subsequent rental invoices
will be generated every 30 days thereafter until the Equipment is returned to Vendor. The initial invoice will include charges related to the delivery and installation of the Equipment. Upon return of the Equipment, rent will be pro-rated in half month increments. If Equipment is returned within the first 15 days of the billing period, rent will be due for the first half of the billing period; if Equipment is returned between the 16th and 30th days of the billing period, rent will be due for the entire billing period. The final invoice will include charges related to the removal of the Equipment and repairs of any damage beyond normal wear and tear. DISTRICT shall pay each invoice Net 30 days from the invoice date.

**Article 6. Project Lease Agreement and Project Lease Term**

6.1 Each Project Lease Agreement shall specify the length of the Project Lease Term for each item of Equipment at each school site. The Project Lease Term is the minimum length of time, in months, that DISTRICT commits to leasing the Equipment, notwithstanding any allowable early termination as set forth in this Master Lease Agreement. Each Project Lease Agreement will define the Project Schedule for the Equipment and the date of delivery mutually as determined by DISTRICT and LESSOR. The “Start Rent Date” for each Project Lease Agreement shall be the date when the Equipment installation is completed, or may be adjusted by mutual agreement between DISTRICT and LESSOR. The Project Lease Term shall commence upon the actual Start Rent Date, once ascertained, and shall continue for the number of months specified in the Project Lease Agreement. Each month is equal to 30 calendar days.

6.2 Upon completion of the initial Project Lease Term for each item of Equipment at each school site, the lease of the Equipment may be extended, on a month-to-month basis upon DISTRICT’s written notification of intent to extend and modification of the Project Lease Agreement. Said month-to-month lease extension shall continue until such time that the DISTRICT provides thirty (30) days written notice to Vendor that said month-to-month extension shall be terminated. Any written notification of the month-to-month extension of the Project Lease Term shall specify the school site at which the extended term is applicable and shall only be applicable to that specific site listed. In the event that DISTRICT does not provide written notice of its intent to extend the Project Lease Term and DISTRICT does not notify Vendor of its intent to return the Equipment at the end of the initial Project Lease Term, the Project Lease Term shall be automatically extended on a month-to-month basis until the Equipment is returned to Vendor. In the event that the Project Lease Term is extended, the compensation for rental of each item of Equipment listed on the Project Lease Agreement shall be paid on a monthly basis and Vendor may increase the monthly rental fee on an annual basis, upon prior written notice to DISTRICT.

**Article 7. Lease Agreement Documents**

The Master Lease Agreement and Project Lease Agreements which comprise the entire agreement between DISTRICT and LESSOR concerning the Work consist of this Agreement and shall not be modified except by written agreement between the parties.

**Article 8. Prevailing Wages**

8.1 If any portion of the work or services to be performed under this Agreement is a public work of improvement, the VENDOR shall comply with California Labor Code Sections 1770 to 1780, inclusive. In accordance with said Section 1775, the VENDOR shall forfeit as a penalty to the DISTRICT $25 for each calendar day or portion thereof for each workman paid less than stipulated prevailing wage rates for such work or craft in which such worker is employed for any work done under the contract by him or by any third-party VENDOR under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said
penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar date or portion thereof for which each worker was paid less that the stipulated prevailing wage rate shall be paid to each worker by VENDOR.

Pursuant to the provisions of Section 1773 of the Labor Code, the DISTRICT has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work applicable to the work to be done from the Director of the Department of Industrial Relations. Copies of the prevailing rates are on file at the DISTRICT Office and are available to any interested party on request. Such wage rates must be prominently posted at the construction site.

**Article 9. Inspection of Work/Defective or Damaged Work**

9.1 DISTRICT shall inspect the materials, equipment and work provided by Vendor within seven (7) working days of delivery, and in any event will conduct such inspection prior to allowing other contractors/trades to perform any work in or around the Equipment, and inform in writing of any defects or damage in said work or materials. Any equipment found to be damaged or defective at the time of delivery shall be repaired, replaced or corrected by Vendor hereunder without additional cost to DISTRICT, unless the damage was caused by DISTRICT, its’ agents, employees or Contractors. Equipment shall be returned to Vendor in the same condition as it was delivered less any normal wear and tear.

9.2 Vendor shall repair or replace any damaged or defective work, materials or equipment within ten (10) working days of notice by DISTRICT to repair, replace or correct such work, materials or equipment found to be damaged or defective at the time of delivery. In the event that Vendor fails to address such damage or defects within ten (10) working days or other reasonable period agreed upon between Vendor and DISTRICT, then DISTRICT shall, upon written notice to Vendor, have the authority to make necessary repairs and deduct the cost there from any compensation due or to become due to Vendor. Nothing in this section shall limit or restrict the provisions regarding warranty of fitness set forth in this Agreement.

**Article 10. Warranty**

10.1 Vendor hereby warrants that the goods and/or services covered by this Master Lease Agreement will: (a) meet the requirements and conditions set forth in each Project Lease Agreement; (b) that Equipment shall comply with all applicable regulations and be approved by the applicable governing agency; (c) shall be fit for the purpose intended; (4) will be in good condition and repair, free from defects; and (4) will be properly set up in compliance with any applicable regulations.

DISTRICT reserves the right to cancel the unfilled portion of any order without liability to Vendor, for Vendor’s breach of this warranty. Goods will be received subject to reasonable inspection and acceptance at destination by DISTRICT.

10.2 It is understood and agreed that compliance with this warranty and the acceptance of the materials, equipment or supplies to be manufactured or assembled pursuant to these specifications, does not waive any warranty either express or implied in sections 2312 through 2317 of the Commercial Code of the State of California or any liability of Vendor and or manufacturer as determined by any applicable decision of a court of the State of California or of the United States.

**Article 11. Warranty of Title**

Vendor shall warrant to DISTRICT, its' successors and assigns, that the title to the material, supplies or equipment covered by this Master Lease Agreement, when delivered to DISTRICT or
to its' successors or assigns, is free from all liens and encumbrances. Title to each item of Equipment shall remain with Vendor and shall not, under any circumstances, pass to DISTRICT.

**Article 12. DISTRICT’s Rights and Remedies for Default**

12.1 DISTRICT may terminate the Master Lease Agreement at any time by giving thirty (30) days written notice thereof. Notice of termination shall be by certified mail. Upon termination, DISTRICT shall pay to Vendor its' allowable costs incurred to date of termination and those costs deemed necessary by Vendor to effect termination. In the event that DISTRICT terminates any Project Lease Agreement prior to the expiration of the applicable Project Lease Term for any reason other than for lack of appropriation or Vendor’s default of its obligations thereunder, Vendor shall be entitled to charge an early termination fee, which shall be determined by Vendor upon receipt of DISTRICT’s written termination notice, and may include charges related to the preparation of the Equipment for delivery and or any remaining monthly rent for the remainder of the Project Lease Term at the time of return. In no event shall such early termination fee exceed the sum of the monthly rent for the number of months remaining in the Project Lease Term at the time of termination. In the event that Vendor at any time during the entire term of the Master Lease Agreement breaches the requirements or conditions of the Master Lease Agreement, and does not within ten (10) working days (or such other reasonable period as the DISTRICT may authorize in writing) of receipt of notice from the DISTRICT cure such breach or violation, the DISTRICT may immediately terminate the Lease Agreement and shall pay Vendor only its' allowable costs to date of the termination.

12.2 Termination Due to Lack of Funding Appropriation. If, in the judgment of the DISTRICT’s Chief Financial Officer, sufficient funds are not appropriated to continue any individual Project Lease Agreement, or this Master Lease Agreement, the DISTRICT may terminate for lack of appropriation at the end of its current fiscal year. DISTRICT agrees to give written notice of termination to Vendor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as is commercially practical.

12.3 In the event that the circumstances giving rise to the breach are such that the breach cannot be' cured within ten (10) working days, the DISTRICT and Vendor shall make a good faith effort to determine a reasonable time period in which the breach must be cured. The DISTRICT may immediately terminate the Lease Agreement and pay Vendor only its' allowable costs to date of the termination if the breach is not cured within a reasonable time period.

12.4 The parties understand and agree that DISTRICT has leased Equipment from Vendor for public education purposes and the removal of the Equipment, for any reason, must be coordinated with DISTRICT’s academic schedule to avoid disruption of the DISTRICT’s delivery of public education and related public education operations. Accordingly, Vendor may terminate this agreement if DISTRICT at any time during the entire term of the LEASE AGREEMENT breaches the requirements or conditions of the Lease Agreement, and does not within thirty (30) working days (or such other reasonable period as the Vendor may authorize in writing) of receipt of notice from the Vendor cure such breach or violation. In the event that Vendor elects to terminate the Agreement, Vendor may remove its Equipment and shall coordinate the removal of its Equipment with DISTRICT to avoid or minimize any disruption of classes or public education operations of DISTRICT. DISTRICT must make a good faith and reasonable effort to cooperate with Vendor in the scheduling of the removal of Equipment in the event of DISTRICT’s default under the agreement. Upon termination, DISTRICT shall pay to its' allowable costs incurred to date of termination and those costs deemed reasonable and necessary by Vendor and DISTRICT to effect termination.
Article 13. Failure to Complete Lease Agreement - Effect

In case of failure on the part of Vendor to complete its' Lease Agreement within the specified time or a mutually agreed upon and authorized extension thereof, in accordance with the notice requirements of Section 12.1, Default, the Lease Agreement may be terminated and DISTRICT shall in such event not thereafter pay or allow Vendor any further compensation for any labor, materials or equipment furnished by him under such Lease Agreement; and DISTRICT may proceed to complete such Lease Agreement either by re-letting or otherwise, and Vendor and his bondsmen shall be liable to DISTRICT for all loss or damage which it may suffer on account of Vendor's failure to complete its' Lease Agreement.

Article 14. Indemnification

14.1 With respect to the willful misconduct, negligent acts or omissions of Vendor, or its' employees, officers, agents, subcontractors only, Vendor shall indemnify, keep and hold harmless, the DISTRICT, its' directors, officers, employees, subcontractors and/or agents, against all losses, or claims based on any injury or death of any person or damage to or loss of use of any property arising out of or in any way connected with or alleged to be connected with the work and services to be performed under this Agreement by Vendor, its' employees, officers, agents or subcontractors whether or not it shall be claimed that the injury was caused through a negligent act or omission of or its' employees; and Vendor shall, at its' expense pay all reasonable charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and if any judgments shall be rendered against the DISTRICT its' directors officers, employees and/or agents in any such action, Vendor shall at its' expense satisfy and discharge the same.

14.2 With respect to the willful misconduct, negligent acts or omissions of DISTRICT its' employees, officers, agents, subcontractors or attendees, DISTRICT shall indemnify, keep and hold harmless, Vendor, its' directors, officers, employees, subcontractors and/or agents, against all losses, or claims based on any injury or death of any person or damage to or loss of use of any property arising out of or in any way connected with or alleged to be connected with the Equipment (or any item provided with the Equipment) under this Agreement caused by DISTRICT, its' employees, officers, agents, sublessees, or subcontractors or attendees, whether or not it shall be claimed that the injury was caused through a negligent act or omission of DISTRICT or its' employees, officers, agents, subcontractors, or attendees; DISTRICT shall, at its' expense pay all reasonable charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith and if any judgment shall be rendered against Vendor its' directors, officers, employees and/or agents in any such action, DISTRICT shall at its expense satisfy and discharge the same. DISTRICT hereby waives and releases all claims against Vendor for loss of or damage to all property, goods, wares and merchandise in, upon or about the leased equipment, and for injuries to DISTRICT, DISTRICT's agents and third persons, irrespective of the cause of such loss, damage or injury, except to the extent any such claims arise from Vendor's willful misconduct, negligent acts or omissions.

14.3 Under no circumstances shall either party be liable to the other party for any special, incidental or consequential damages resulting from the lease or use of the equipment, including, but not limited to, anticipated loss or loss of business or profits.

Article 15. Infringement of Patents
Vendor agrees that it will at its own expense, defend all suits or proceedings instituted against the DISTRICT, and pay any award of damages assessed against the DISTRICT in such suits or proceedings, insofar as the same are based on any claim that the materials, or equipment, or any part thereof, or any tool, article or process used in the manufacture thereof, constitutes an infringement of any patent held by any other party, provided the DISTRICT gives to Vendor prompt notice in writing of the institution of the suit or proceedings and permits Vendor through his counsel to defend the same and gives Vendor information, assistance and authority to enable Vendor to do so.

**Article 16. Assignment and Delegation**

Neither party shall delegate any duties or obligations under this LEASE AGREEMENT nor assign, transfer, convey, sublet or otherwise dispose of the Lease Agreement or its right, title or interest in or to the same, or any part thereof, without prior consent in writing of the other party.

**Article 17. Equal Employment Opportunity**

In connection with the performance of this Agreement Vendor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, sexual orientation or national origin.

**Article 18. Environmental and Safety Health Standards Compliance**

Vendor shall comply with the applicable environmental statutes, regulations and guidelines in performing the work under this Lease Agreement. Vendor shall also comply with applicable Occupational Safety and Health standards, regulations and guidelines in performing the work under this Lease Agreement.

**Article 19. Hazardous Chemicals and Wastes**

Vendor shall bear full and exclusive responsibility for any release of hazardous or nonhazardous chemicals or substances arising out of the operations of Vendor or any subcontractors during the course of performance of this Lease Agreement. Vendor shall immediately report any such release to the DISTRICT Project Manager. Vendor shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against the DISTRICT, its directors, officers, employees or agents as a result of such re-lease and shall hold harmless, indemnify and defend the DISTRICT, its' directors, officers, employees or agents from any claims arising from such release. For purposes of this section only, the term "claims" shall include (1) all notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and (2) any claim, cause of action, or administrative or judicial proceeding brought against the DISTRICT, its' directors, officers, employees or agents for any loss, cost (including reasonable attorney's fees), damage or liability sustained or suffered by any person or entity, including the DISTRICT.

**Article 20. Insurance**

Vendor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

20.1 **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Consultant’s performance of any portion of the
20.2 **Workers’ Compensation and Employers’ Liability Insurance.** Workers’ Compensation Insurance and Employers’ Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers’ compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers’ Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

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<th>Type of Coverage</th>
<th>Minimum Requirement</th>
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| Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments | $ 1,000,000
| Each Occurrence General Aggregate | $ 2,000,000 |
| Automobile Liability Insurance - Any Auto | $ 1,000,000
| Each Occurrence General Aggregate | $ 2,000,000 |
| Professional Liability - NA | $ 2,000,000 |
| Workers Compensation | Statutory Limits |
| Employer’s Liability | $ 1,000,000 |

20.3 **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage’s have been delivered in duplicate to the DISTRICT and approved by the DISTRICT. Certificates and insurance policies shall include the following:

20.3.1 A clause stating: “This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the DISTRICT, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice.”

20.3.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

20.3.3 An endorsement stating that the DISTRICT and the State and their representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers’ Compensation Insurance, Professional Liability, and Employers’ Liability Insurance. An endorsement shall also state that Consultant’s insurance policies shall be primary to any insurance or self-insurance maintained by DISTRICT.

20.3.4 All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

20.3.5 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the DISTRICT.

20.4 DISTRICT shall provide, maintain and pay all premiums for insurance covering the loss, theft, destruction or damage to the Equipment in an amount not less than the Equipment Insurance Value specified in each Project Lease Agreement for each item of Equipment, naming Vendor as loss payee of the proceeds. DISTRICT shall also
provide, maintain and pay all premiums for general liability insurance in the amount of $1,000,000.00 per occurrence, naming Vendor as an additional insured. All insurance shall be in a form and with a company satisfactory to Vendor, and shall not be subject to cancellation without thirty (30) days’ prior, written notice to Vendor. DISTRICT shall deliver to Vendor certificates of insurance proving the existence of all policies meeting the above requirements. In the event that DISTRICT is self-insured, DISTRICT may provide proof of self-insurance meeting the requirements equivalent to those imposed herein.

**Article 21. Audit and Inspection of Records**

During the term of this Master Lease Agreement, Vendor shall permit representatives of DISTRICT to have access to, examine and make copies, at DISTRICT’S expense, of its books, records and documents specifically relating to this Master Lease Agreement at all reasonable times.

**Article 22. Notices**

All communications relating to the day to day activities of the project shall be exchanged between the DISTRICT’S Project Manager, and Vendor Project Manager. All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the **DISTRICT**:  
San Francisco Unified School District  
Contracts Office  
135 Van Ness Avenue – Room 208  
San Francisco, CA 94102

If to Vendor:  
(Company Name, Address, Contact #)

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

**Article 23. DISTRICT Representative**

23.1 Except when approval or other action is required to be given or taken by DISTRICT’S CHIEF FACILITIES OFFICER, or such person as he or she shall designate, shall represent and act for the DISTRICT

23.2 It is understood and agreed that in no instance is any party signing this Agreement for or on behalf of DISTRICT or acting as an employee or representative of DISTRICT, liable on this Lease Agreement, or upon any warranty of authority, or otherwise.

**Article 24. Clayton Act and Cartwright Act**

In entering into a public works Agreement to supply goods, services or materials pursuant to a public works Agreement, or subcontractors offers and agrees to assign to the awarding body all
Article 25. DSA Construction Reports

LESSOR shall provide to the DISTRICT all documents required for compliance with and substantiating LESSOR’S compliance with the applicable local, state and federal laws and regulations, including such documents, which are necessary, and which may be required for submission to the Department of the State Architect in connection with the use of the Equipment for public education. LESSOR shall provide accurate and complete reports and records regarding the Equipment leased under this Agreement for reporting to the State of California and the Department of the State Architect.

Article 26. Loss or Damage

Upon completion of installation of the Equipment and until the Equipment is removed from the project site location by Vendor, DISTRICT assumes all risk of loss or damage to the Equipment and agrees to indemnify and hold Vendor harmless from any loss resulting from theft, destruction or damage to the Equipment, except to the extent that any such loss, destruction or damage results from the negligence of Vendor, its subcontractors or other representatives. Should any of the Equipment damaged be capable of repair, the applicable Project Lease Agreement shall not terminate, but at the responsible party’s cost and expense the Equipment shall be repaired and restored to its condition existing prior to such damage. In the event that any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, the applicable Project Lease Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and, if liable, DISTRICT shall pay Vendor within thirty (30) days thereafter, an amount equal to the Equipment Insurance Value specified in the applicable Project Lease Agreement.

Article 27 Maintenance and Repairs; Equipment Condition

DISTRICT shall grant Vendor access to Equipment for the purpose of making routine and deferred maintenance and repairs to the Equipment. Lessor shall bear the expense of any repairs that it determines are needed to ameliorate normal wear and tear or any defects in the Equipment; the expense of all other repairs shall be borne by DISTRICT. If DISTRICT does not grant access for such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, DISTRICT shall bear the cost of repair rates for labor at the applicable overtime rates. Lessee shall maintain all Equipment in good condition and repair (normal wear and tear excluded) as set forth in Vendor’s Service Guide (https://www.mobilemodular.com/resources/product-guides), which is attached hereto and incorporated herein by reference. Following the return of the Equipment, an inspection will be performed by Vendor. If such inspection reveals that the Equipment is damaged beyond normal wear and tear or is missing any components or accessories, Lessee will be charged for repairs and/or replacement required to return the Equipment to its standard condition.

Article 28 Miscellaneous Provisions

All terms and conditions required by law are deemed part of the Master Lease Agreement.
GOVERNING LAW. This agreement shall be deemed to have been entered into in the City and County of San Francisco, and governed in all respects by California Law.

ENTIRE AGREEMENT/AMENDMENT. This Master Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written with respect to the lease of the Premises. This Lease may be modified or amended in writing, if the party obligated under the amendment signs in writing.

SEVERABILITY. If any portion of this Lease is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease will not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this Lease.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and will not be construed as exclusive unless otherwise required by law.

IN WITNESS WHEREOF, LESSOR has executed this Agreement, and the DISTRICT, by its CHIEF FACILITIES OFFICER who is authorized to do so, has executed this agreement.

APPROVED BY SAN FRANCISCO UNIFIED SCHOOL DISTRICT RESOLUTION#: _______

(Company Name):

By: ___________________________________ Dated: ______________________

Printed Name: ____________________________

SAN FRANCISCO UNIFIED SCHOOL DISTRICT:

By: ___________________________________ ______________________
Dawn Kamalanathan Chief Facilities Officer Date

By: ___________________________________ ______________________
Reeta Madhavan, Chief Financial Officer Date

APPROVED AS TO FORM:

_________________________________________ ______________________
Contracts Office Date