

# 661 CLAYCRAFT RD. • COLUMBUS, OHIO 43230 • (614) 866-4425 • FAX (614) 866-4633 www.modularconsultants.com

Account Representative: Chris Byrne Date: **COMPANY:** , , , (hereinafter "Renter")

#### MASTER LEASE AGREEMENT TERMS AND CONDITIONS

- THIS MASTER LEASE AGREEMENT (hereinafter "Master Lease") governs the terms of all Mobile Office Equipment and/or Containers (hereinafter "Equipment") rented from Modular Building Consultants, Inc. (hereinafter "Lessor") by Renter and supersedes any prior agreements between Lessor and Renter. Additional terms, including pricing and rental periods, shall be set forth by way of an Addendum to the Master Lease in the form of quotations, work orders and/or invoices. Renter's acceptance of unit delivery shall constitute its agreement with all such additional terms. Renter expressly assents to become bound by such additional terms as conveyed to Renter by means of an Addendum without the need to obtain additional signatures from Renter on such documentation. Failure to object in writing within five (5) business days after receipt of Lessor's invoice shall constitute Renter's acceptance of all terms, including pricing, stated therein. All rates are subject to change at Lessor's discretion upon thirty (30) days notice to Renter. Written notice by Renter is required 60 days prior to the return of the Equipment.
- 2. NO OWNERSHIP INTEREST ACQUIRED. This transaction is a lease and not a sale. The parties understand and agree that Renter does not acquire by payment of rental any right, title, or interest in or to the Equipment, except the right to possess and use the Equipment so long as Renter shall not be in default in performance hereunder. The Equipment shall at all times remain the property of Lessor and the failure of Renter to return the Equipment shall subject Renter to all applicable civil and criminal penalties.
- WARRANTY DISCLAIMER. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OR WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RENTER ASSUMES ALL RISK RESULTING FROM THE USE OF THE EQUIPMENT WHETHER USED SINGLY OR IN COMBINATION WITH OTHER EQUIPMENT OR IN ANY PROCESS. RENTER ASSUMES ALL RISK AND LIABILITY FOR LOSS OR DAMAGE RESULTING FROM THE HANDLING, USE, OR APPLICATION OF THE EQUIPMENT DELIVERED HEREUNDER. RENTER AGREES TO FAMILIARIZE ITSELF WITH AND KEEP INFORMED (WITHOUT RELIANCE ON LESSOR EXCEPT AS TO THE ACCURACY OF SPECIFIC SAFETY INFORMATION ACTUALLY FURNISHED BY LESSOR) OF ANY HAZARDS TO PERSONS AND/OR PROPERTY INVOLVED IN HANDLING AND USING SUCH EQUIPMENT. RENTER ADVISE CUSTOMERS. EMPLOYEES, SHALL ITS INDEPENDENT CONTRACTORS AND OTHERS HANDLE OR USE SUCH EQUIPMENT OF ANY HAZARDS.
- 4. PAYMENT OF RENTAL CHARGE. Renter agrees to pay Lessor without demand and in advance on the first day of each month the Rental Charge. Such payment shall be remitted to Lessor at 1800 Lorain Blvd., Elyria OH 44035 unless otherwise indicated on the Lessor's Invoice. All rental and other charges hereunder shall be billed to Renter every Rental Month (as defined below) in advance, beginning with the commencement date of the Lease for each unit. Rentals and charges not received by the Lessor within (30) thirty days of the invoice date shall accrue interest at a rate equal to twenty-one percent (21%) per annum or the maximum rate

- permitted by applicable law. The term "Rental Day" is defined as a calendar day or any portion thereof. The term "Rental Month" is defined as a calendar month.
- 5. TAXES AND FEES. Renter shall pay Lessor for any and all sales and use taxes, other direct taxes and registration fees imposed by the U.S. Government, any state government, or any county, city or other taxing authority and allocated by Lessor on any individual unit(s) of Equipment based on replacement value, possession, use, sales, rentals, delivery or operation thereof and excluding any federal or state taxes relating to income. Renter's obligations as set forth herein shall survive the termination of this Master Lease.
- 6. <u>LICENSES AND PERMITS.</u> Renter shall have responsibility, at Renter's sole cost, to obtain any and all licenses, titles, permits and any other certificates as may be required by law or otherwise for Renter's lawful operation, possession or occupancy of the Equipment leased hereunder. Renter agrees that all certificates of title or registration applicable to the Equipment leased hereunder shall reflect Lessor's ownership thereof.
- MINIMUM CHARGE. At Lessor's discretion, Renter will be obligated to pay a minimum charge equal to two months rent, due and payable prior to the delivery of the Equipment, unless otherwise indicated on the Addendum to this Master Lease.
- 8. RENTER'S RIGHT TO TERMINATE. Renter may terminate this Lease prior to the expiration of the Minimum Lease Period as defined in the first invoice and upon such termination shall pay the full rent for the Minimum Lease Period.
- **<u>DELIVERY.</u>** Renter shall provide unobstructed access for delivery and return of the Equipment by standard mobile transport vehicles. Renter shall provide firm and level ground on no more than a sixinch slope from one end to the other for delivery and installation of the Equipment. Site selection is the sole responsibility of the Renter, and Renter shall hold harmless, defend, and indemnify Lessor from any and all loss, costs, damages, expenses or liability due to Renter's selection of the site. Lessor's delivery of the Equipment is subject to delays in manufacturing, delivery or installation due to fire, flood, windstorm, riot, civil disobedience, strikes, acts of God, or any circumstance beyond Lessor's control that prevents the manufacture of products or the making of deliveries in the normal course of business. If this lease is for custom Equipment that is ordered in accordance with the Renter's specifications and is not from Lessor's current inventory, the commencement date of this lease shall be the date on which the Equipment is delivered and installed. If the installation is delayed by any act or omission of Renter, rental payments shall begin five (5) days after Renter is notified of the completion of the Equipment.
- acknowledges that he has carefully examined the Equipment and is satisfied therewith and that he finds all necessary equipment in good condition. Renter agrees that he will periodically examine the Equipment and all components of the Equipment and shall maintain the Equipment in a safe and proper condition while in his possession or control. Renter shall keep the Equipment properly ventilated and shall not allow or permit any condition to exist that allows standing water to accumulate in, on or under the Equipment. Renter agrees, at Renter's sole cost and expense, to keep the Equipment free from any and all liens and encumbrances and to replace with new parts any and all badly worn or broken parts. If Renter should discover any defect after acceptance of the Equipment, he will immediately notify Lessor and obtain instructions from Lessor as to the further

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use of the Equipment. Renter's continued use of the Equipment without instructions from Lessor will be at Renter's own risk. By accepting delivery of the unit covered by the Lease, Renter acknowledges that it has inspected the unit and finds same to be free from any mold, fungi, fungal growth and related items. In the event that mold, fungi, fungal growth or related items appear, arise or develop in the unit while in the possession of Renter, Renter agrees to pay the cost of renovation/cleaning of any mold or fungal contamination. Renter further agrees to indemnify and hold Lessor harmless from any claims, demands, actions, causes of action or suits of any kind or nature whatsoever arising out of the presence of mold, fungi, fungal growth or related items in the unit, or the exposure of persons or properties to mold, fungi, fungal growth or related items from the unit, including reasonable attorneys fees and expenses of the defense of any suits or claims by third parties.

- 11. <u>LEGAL COMPLIANCE.</u> Renter agrees to comply with, perform, and execute all laws, rules, regulations or others of any federal, state or local government (including laws governing toxic waste, hazardous substances, and other environmental risks) which in any way affect or are applicable to any of the Equipment or its use, operation, maintenance or storage.
- 12. REMOVAL OF EQUIPMENT. Renter shall not remove the Equipment from the location specified by Renter without prior written approval from the Lessor and shall notify Lessor immediately of any levy or seizure thereof and shall indemnify and hold Lessor harmless from and against any loss or damage resulting therefrom.
- USE OF EQUIPMENT. Renter agrees that the Equipment leased hereunder will be used solely by Renter or its agents, employees, or invitees. If the Equipment is designated for "storage only," then Renter agrees to use the Equipment so designated solely for storage of product. Lessor shall have the right to place upon each unit of Equipment leased hereunder the name of the Lessor, and Renter agrees not to remove Lessor's name or permit any other person to do so. Renter shall not make or permit any unlawful use or handling of the equipment and shall not, without Lessor's prior written consent, make or permit any changes, alterations or improvements in or to the Equipment or remove therefrom any parts, accessories or attachments. Renter shall not store or transport any contaminant, pollutant, hazardous waste or otherwise illegal substances in the Equipment and the effects of such substances on the Equipment shall not be considered ordinary wear and tear. If Renter uses the Equipment to store or transport such substances, the lease shall immediately terminate and the Renter will be required to purchase the Equipment at the current published sale price of the Equipment.
- 14. <u>LESSOR'S RIGHT TO INSPECT.</u> Lessor shall have the right to inspect the Equipment from time to time during the term of this Lease and if Lessor believes the same to be overloaded beyond normal capacity or misused, abused or neglected, Lessor may summarily remove and repossess the Equipment upon five (5) days prior written notice to Renter.
- 15. LOSS OF EQUIPMENT. If the Equipment is stolen or disappears from the Renter's possession for any reason, Renter agrees to immediately report the theft and/or disappearance to the local police authorities and to notify Lessor. Renter agrees that it is fully responsible to Lessor for the theft or disappearance of the Equipment during the term of the lease. In the event the theft or disappearance results in Renter's inability to return the Equipment to Lessor, Renter agrees to pay Lessor the replacement value of the Equipment at the time of loss as determined solely by Lessor.
- 16. HOLD-OVER. If Renter, without any further written agreements, shall continue to possess or occupy the Equipment after the expiration of the Minimum Lease Period or any renewal term thereof, with or without the consent of Lessor, Renter shall then be deemed to have renewed this Lease on a month-to-month basis subject to Renter's current monthly published rate(s) then in effect. In that event, without waiving the Lessor's right to the return of the Equipment, Renter remains responsible to abide by the terms and conditions of this Master Lease and any amendments thereto.

Lessor may at any time following the expiration of the Minimum Lease Period upon five (5) days prior notice to Renter, request Renter to return all the Equipment to the location designated by Lessor or change any of the rates for the Equipment leased hereunder. If Lessor terminates this Lease, such termination shall become effective only when Renter returns all Equipment to the location designated by Lessor and pays Lessor all unpaid rents and charges allocable to the returned Equipment which have accrued as of the date the Equipment is returned.

- 17. CONDITION OF EQUIPMENT UPON RETURN. Upon termination of the lease upon expiration or otherwise, Renter will make the Equipment available for pick-up by Lessor at Renter's sole cost and expense and in the same condition and state of repair as delivered to Renter, reasonable wear and tear excepted. Prior to return, Renter must remove all contents and clean the Equipment. Failure to do so will obligate the Renter to pay an additional charge for cleaning. Equipment returned with accessories, attachments or other items missing, Equipment requiring repairs of any kind or requiring restoration to the original specifications and Equipment with alterations or modifications performed by Renter shall remain leased hereunder until Renter has completed said replacements, repairs, or restorations in a manner acceptable to Lessor. In the event Renter elects not to make the required replacements, repairs or restoration, then Lessor shall determine the amount due for them based upon current published rates as of the date of return and the Equipment will remain leased hereunder without abatement of rents due until the date that the Renter has paid the amount invoiced for the replacements, repairs or restoration.
- 18. **DEFAULT.** In the event any act or obligation required of Lessee hereunder shall not be performed in the manner or at the time or times required by this Lease, Renter shall thereby be and become in default under this Lease, thereby vesting in Lessor the right, upon five (5) days prior written notice to the Renter, to (A) declare unpaid lease rentals to be immediately due and payable; (B) retake and retain the Equipment free of all rights of the Renter without any further liability or obligations to redeliver the Equipment to Renter and without releasing Renter from Renter's covenants, obligations, and indemnities provided hereunder to any extent, including but not limited to Renter's obligations for the payment of the rental provided herein; and (C) take any other actions permitted by law or in equity. In the event the Lessor retakes or retains the Equipment under this provision, Renter hereby authorizes Lessor to enter onto the premises where the Equipment is located, retake possession with or without Renter's assistance or cooperation, and to make any utility disconnection needed to remove the Equipment from the site. If any of Renter's personal belongings or equipment are in the Equipment at the time of repossession, Renter authorizes Lessor to also remove said possessions from the delivery site along with the Equipment and agrees to retrieve them from Lessor's place of business or a storage facility chosen by Lessor. Renter hereby releases, indemnifies and holds harmless Lessor from any and all claims for damages of whatever kind in any way related to Lessor's repossession of the Equipment, including any direct, incidental or consequential damages Renter or any other person may claim to have suffered from the removal of the Equipment from the delivery
- 19. PAYMENT OF COSTS. In the event of a breach of this Master Lease, Renter agrees to pay all of Lessor's costs, including Lessor's actual attorney fees and court and expert costs, and costs to remove, recover, or repossess the Equipment, and, as liquidated damages for the estimated damages to Lessor for such breach and not as a penalty, the rental amount remaining due at the time of the breach.
- **20. INSURANCE.** Renter agrees to either obtain its own insurance for the Equipment as specified in section 20(a) or to participate in Lessor's Comprehensive Physical Damage Waiver Program as described in section 20(b).
  - a. Insurance Procured by Renter. Renter agrees, at its sole cost and expense, to procure and keep in full force and effect during the term of its use of any Equipment hereunder a policy of insurance acceptable to Lessor as to the insurer and the amount of coverage, with premiums prepaid, protecting Lessor against all loss and damages it may sustain or suffer due to any loss of or damage to the Equipment. Renter's insurance will also protect Lessor against death of, injury to, or damage to the property of, any other person as a result, in whole or in part of the use of or condition of the Equipment while in the custody, possession, or control of Renter. Said insurance for loss or

damage to the Equipment shall be for the full replacement value of the Equipment, and the insurance for injury to persons or property shall have a combined single limit of \$1,000,000.00 per occurrence. Renter agrees to provide prior to delivery a certificate of such insurance naming the Lessor as the Additional Insured and Primary Loss Payee, providing that any other insurance provided by Lessor is excess and noncontributing to that provided by Renter, and providing that the insurance coverage shall not be canceled, materially changed or allowed to expire without at least thirty (30) days prior written notice to the Lessor. Renter's procurement of such insurance shall not affect Renter's covenants, obligations, and indemnities under this Master Lease and the loss, damage to, or destruction of any of the Equipment shall not terminate this Master Lease nor, except to the extent that Lessor is actually compensated by insurance paid for by Renter, relieve Renter of any of its liabilities hereunder.

b. Comprehensive Physical Damage Waiver Program. Renter will automatically be enrolled in this program until the receipt of Renter's proof of insurance under the preceding paragraph. By failing to provide proof of insurance or by indicating its preference to participate in this program in the appropriate section of Lessor's Certificate of Liability Insurance Letter, Renter agrees to pay the monthly rate specified from the date out until the date in. Upon payment of the additional fee, Lessor agrees to relieve Renter of liability exceeding \$1,000 per unit of Equipment to the extent loss or damage is covered by Lessor's insurance. The Comprehensive Physical Damage Waiver Program does not include liability, collision, or contents coverage. The Comprehensive Physical Damage Waiver Program does not extend to the transportation of Equipment nor its contents and only extends to Equipment installed on ground level. In the event of Renter's breach of any other provision of this Master Lease, the provisions of this Comprehensive Physical Damage Waiver Program will not apply. Comprehensive Physical Damage Waiver Program only applies if Renter reports to Lessor in writing any loss, or damage within forty-eight (48) hours of the occurrence of any such event. Renter shall also provide any information in regard to such event that Lessor reasonably requests.

RENTER AGREES AND ACKNOWLEDGES THAT THE COMPREHENSIVE PHYSICAL DAMAGE WAIVER PROVIDED UNDER SECTION 20(b) IS NOT INSURANCE COVERAGE BUT, RATHER, IS PART OF LESSOR'S COMPREHENSIVE PHYSICAL DAMAGE WAIVER PROGRAM.

- 21. INDEMNIFICATION. RENTER AGREES TO DEFEND, INDEMNIFY AND HOLD LESSOR HARMLESS FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, DAMAGES, EXPENSES, LIABILITIES, COSTS, EXPENSES AND ATTORNEY FEES WHICH MAY ARISE DIRECTLY OR INDIRECTLY FROM RENTER'S POSSESSION OR USE OF THE EQUIPMENT.
- 22. <u>LIMITATION OF LIABILITY</u>. Renter agrees that Lessor shall not be held liable for damages, inconveniences or time lost caused by accident, breakdown, or malfunction of the Equipment. Renter agrees that Lessor shall not be liable for any loss or damage to any property stored, loaded or transported in or upon any Equipment. Lessor's maximum liability arising out of, or relating to, the supply of all Equipment that is the subject of the Master Lease, whether based upon warranty, contract, tort, or otherwise, shall not exceed the total fees received by Lessor from Renter in connection with the

ACCEPTED BY:	
Modular Building Consultants, Inc.	
John Moosbrugger, VP of Operations	

A COURTED DAY

matter giving rise to the claim. In no event shall Lessor be liable for special, incidental or consequential damages, including, but not limited to lost profits, loss of use, and loss or damage to personal property caused by fire, water or theft, even if Lessor has been advised of the possibility of such damages. Renter hereby waives all claims against Lessor for liquidated damages or any other money damages arising as a result of Renter's obligations to perform any

- 23. ENTIRE AGREEMENT. This Master Lease and any Addendum entered into between the parties concurrent with or subsequent to the execution of this Master Lease constitute the entire understanding and agreement between the parties and supercede any prior written or oral agreements, including Renter's purchase orders. Lessor reserves the right to make written revisions to these Master Lease Agreement Terms and Conditions. Revisions shall become binding upon Renter thirty days after written notification unless Renter terminates Lease.
- 24. <u>ASSIGNMENT</u>. Lessor may assign this Lease at its discretion without prior notification to Renter. In the event of such an assignment, the assignee shall acquire all rights and remedies possessed by or available to Lessor under this Lease. Renter may not assign this Lease without prior written approval by Lessor (which may be withheld at Lessor's sole discretion) and written acceptance of the terms and conditions of this Master Lease by the assignee.
- **DISPUTE RESOLUTION.** This Master Lease has been made and entered into in the State of Ohio and shall be governed by and construed in accordance with the laws of the State of Ohio without reference to conflict of law principles. All disputes arising under, out of, or in any way connected with this Master Lease shall be litigated exclusively in the courts of the State of Ohio, specifically the Franklin County Courts, and in no other court or jurisdiction. Renter stipulates that the aforementioned Courts shall have personal jurisdiction over its person, and it hereby irrevocably (i) submits to the personal jurisdiction of said Courts and (ii) consents to the service of process, pleadings, and notices in connection with any and all actions of said Courts. The parties agree that a final judgment in any such action or proceeding shall be conclusive and binding and may be enforced in any other jurisdiction. Renter shall not bring any suit or action against Lessor for any reason whatsoever more than one year after the cause of action arises.
- **26. CONSTRUCTION OF AGREEMENT.** Renter agrees that if any portion of this Master Lease is found to be ambiguous, such ambiguity shall not be construed against Lessor.
- 27. LESSOR RETAINS SECURITY INTEREST. Lessor hereby retains a security interest in the Equipment wherever located, including, without limitation, (i) all accessions to the Equipment, (ii) all additions to, or substitutions or replacements for any of the foregoing, (iii) all proceeds of, or from, the foregoing, (including, insurance proceeds whether or not Lessor is the loss payee thereunder), and (iv) in all cases, whether now owned or existing or hereafter acquired or arising until Lessor receives the Equipment or payment in full. The Renter authorizes Lessor to file any and all financing statements and other documents required to perfect Lessor's security interest in the Equipment, all without the Renter's signature.
- 28. <u>ADDENDUMS A & B:</u> This agreement is subject to the following attached addendums (A) <u>SETUP AND UTILITY NOTICE</u> and (B) <u>PROJECT MANAGERS NOTICE.</u>

Authorized Signature for:	
Print Name and Title	 
Date	



# ADDENDUM "A" - SET UP AND UTILITIES NOTICE

661 CLAYCRAFT RD. ◆ COLUMBUS OH 43230 ◆ (614) 866-4425 ◆ FAX (614) 866-4633 www.modularconsultants.com

## IMPORTANT NOTICE REGARDING SET UP AND UTILITIES

To eliminate any confusion regarding situations that come up that are related to the installation, we recommend that you read this sheet and also give it to your electrical contractor and the plumbing contractor if you are handling these utilities instead of hiring MBC to do this work. **Please keep in mind, all items may not apply to your current project.** 

#### **Electrical Work:**

On buildings that are designed with more than one section, there are interconnects under the building that connect the lights, etc. Your electrician is responsible to connect those, and any furnace crossovers. If they want more information on the building you will be using, have them call our office and ask for the Service Manager. (PH: 800-875-9090)

#### Set Up:

If the customer's choice is to have us install the building without a concrete foundation, then there is a possibility that the building could be affected by ground movement due to wet/dry situations and freeze/thaw conditions. This movement could cause a shift on the join line(s) if the building is comprised of more than one section, or could cause the windows or doors not to operate correctly. Skirting may also pull loose from the building or buckle if the ground moves. MBC is not responsible for these conditions. ABS pads may help, but are still not an absolute guarantee that nothing will ever shift.

### **Plumbing Work:**

Any local plumbing requirements, like a pressure test, removing fixtures and disconnecting sink traps, are the responsibility of the customer, unless MBC has been specifically hired to provide plumbing services. Call us if the test does not hold, as something could have shifted in transport. Your contractor may need to know that each fixture is stubbed below the floor and needs to be manifolded on site with customer provided parts. The customer is also responsible for additional items (like a backflow preventor) that a local entity may require.

#### **Disclaimer for Unknown Utilities:**

When installing your anchors or skirting, MBC will do everything possible to make certain that utilities, cabling, phone lines, etc. are not hit while our contractors are digging. However, we cannot be responsible for hitting anything that is unknown to us when we drive in the 30" anchor rods. Since we are not familiar with the property history, and cannot know what might have been put in through the years, we have no way of knowing what to watch out for. If you have blueprints of the site, you may be able to mark for us where anything important may be located. The only additional way to identify the lines is to contract with a private locating service, or call Ohio Utilities Protection Service.

# **Removing Anchors:**

Installed in Dirt: They are removed by pulling out.
Installed in Ashpalt: They are cut off at grade. If you opt to have us remove them totally from the asphalt, there will be an additional charge. We are not responsible for any damage to the asphalt caused by pulling the anchors out.

Installed in Concrete: They are cut off at grade.

# **Skirting Details:**

Skirting is a purchase, not a rental. If the building is on rent, someone on site can either remove it before the building is picked up, or you can talk to us about having it **done.** The guoted cost is based on enclosing the perimeter of your building. The ground surface must be smooth for the bottom track to be installed correctly. If we left it rough because of foundations or other excavations we did, then it is our responsibility to smooth. Otherwise it is your responsibility to have it smoothed out so that the bottom track can be installed evenly. Unless otherwise clearly stated, our cost estimate includes a skirting height of up to 36". After the building is installed, if there is an area where the ground slopes off causing the height to raise, we will probably have to charge more since we will have to provide additional material. Additional heights could require bracing to be added for stability. What can cause problems? If a customer or their agents take out vinyl panels to access the plumbing, etc., it will blow out if it is not correctly locked back into place. It may also blow out if it is installed on ground, (versus blacktop, concrete, etc.). As the ground gets wet or freezes or thaws, it can change in elevation and possibly allow either vinyl or wood skirting to buckle or loosen and be pulled out of the track. Severe winds may also have an effect on vinyl skirting.

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### ADDENDUM "B" - PROJECT MANAGERS NOTICE

# 661 CLAYCRAFT RD ● COLUMBUS, OHIO 43230 ● (614) 866-4425 ● FAX (614) 866-4633 www.modularconsultants.com

**HVAC FILTERS:** When leasing a unit for more than 30 days, change the filter on the end mount HVAC, or rinse the filter on window type A/C units. If a unit is returned and the filter is extremely dirty, there will be a **\$65 fee.** If the building is returned and the filter is extremely dirty (or plugged) and the ceiling delivery system shows dirt, then a **\$150 minimum fee** will be charged to clean the blower motor in the furnace. Additional charges could occur to vacuum the system if necessary and clean the ceiling if dirt has collected around the registers. **If the filter is so plugged it damages the system, the customer is responsible.** 

**CHAIR MATS:** Must be used under chairs to avoid breaking, wearing and scraping the tile or flooring. All damaged flooring caused by chairs will be replaced and billed. If mats are not used on carpet and damage results, carpet may have to be replaced at customer's expense.

**NO SMOKING:** MBC charges for repairs or any special cleaning necessary.

**CLEANING CHARGES:** To avoid cleaning charges, the building must be returned in the same condition that you received it. This includes removing trash, decals, signs, equipment, etc. It also includes sweeping, mopping, and cleaning removing dirt from desks, doors and walls.

**CHEMICALS, PAINTS, ETC:** Any products left inside the trailer that cannot be disposed of in a dumpster will be disposed of according to legal regulations and you will be billed for all charges.

**KEYS!** All keys must be returned with the building to avoid being billed \$59.00 per door.

**LIGHT BULBS:** If a light becomes inoperable, check the bulbs before calling for service, to avoid being billed for a service call. The Lessee is responsible for burned out bulbs.

**BLINDS:** Blinds are not included with our offices. However, if a previous customer leaves them in, we may not take them out. As such, we do not replace blinds that malfunction during the term of your lease.

# **NOTE, IF THERE IS PLUMBING HOOKED UP IN YOUR BUILDING!**

**Before** supplying power to buildings that have **water heaters**, ensure that the water heater is **turned off** at the power box, unplugged or filled with water.

**The building must remain above freezing!** Upon leaving the building or disconnecting utilities, all water containing sources must be pressure purged (blown out). All toilet bowls and tanks must have RV type degradable antifreeze applied to them and water tanks drained.

Any damage resulting from these two items will be billed.

## WHEN YOU GET READY TO RETURN THIS TRAILER:

Please NOTE our lease requires **60 DAYS** notice in writing. We realize that often you may not know that early. We will try to accommodate your schedule when you let us know you are finished, <u>but please be advised that we may need at least a couple of weeks to work it into our schedule.</u>

THE STAFF OF MODULAR BUILDING CONSULTANTS, INC.
THANKS YOU FOR YOUR COOPERATION AND BUSINESS
FOR FURTHER ASSISTANCE ON SERVICE OR WARRANTY, CALL 614-866-4425

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