

## Sales Agreement

This Sales Agreement ("Agreement") dated, **August 23, 2019** is entered into by and between Class Leasing, LLC located at 1320 W. Oleander Avenue, Perris, CA 92571 ("Seller") and **Desert Sands Unified School District, 47-950 Dune Palms Road, La Quinta, CA 92253** ("Buyer"), collectively referred to as the "parties".

Pursuant to the mutual covenants and agreements set forth herein and for other good and valuable consideration, the Buyer and Seller covenant and agree to be bound as set forth below.

Buyer agrees to purchase from Seller one or more modular and/or pre-fabricated structures ("Building(s)") and to have the set-up and installed ("Work") as detailed more particularly as follows:

### PROJECT DESCRIPTION

Project Name	Richard R. Oliphant Elementary School
Project Address	41-633 Gore Street, Indio, CA 92203

### BUILDING INFORMATION

Description including (quantity, type, size & serial numbers)	Four (4) 24'x40' Relocatable Classroom Serial Numbers: 56008/09, 55978/79, 23634/35, TBD
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### COSTS AND FEES

Building(s)	173,428.00
Delivery / Freight	9,720.00
Set-Up / Installation	18,000.00
Others / Miscellaneous	N/A
<b>Total Contract Price</b>	<b>\$201,148.00</b>

Buyer acknowledges the Proposal, Purchase Order or any other documents attached to the Agreement and initialed by Buyer and Seller or referenced in the executed Sales Agreement are incorporated to the Agreement, and become a part of the Agreement.

Documents forming Contract are as follows:

1. Class Leasing Proposal
2. Class Leasing Specification & Scope of work
3. Customer Submittal
4. Chawanakee USD Piggyback Bid, Project #11

The building(s) will be located at the above referenced project address ("Location") for the purchase price and on the payment terms contained herein, subject to the additional terms and conditions set forth on the subsequent pages of this Agreement.



Contract Price and Payment Terms: In consideration of Seller furnishing the building and performing the Work, Buyer will pay Seller the referenced Contract Price, subject to such additions or deductions relative to the changes which may hereinafter be agreed upon between the Parties in writing by Change Order described in and made pursuant to the Additional Terms and Conditions. Buyer will pay Seller the full Contract Price according to the terms set forth in subparagraph (2) immediately below. In the event that delivery of the building(s) requires more than one shipment, Seller may, at its option, render separate invoices for each shipment, which the Buyer agrees to satisfy.

CONTRACT TIME:

- (a) The Work will commence on TBD, 2019 (the "Commencement Date") and be substantially completed as soon as possible following the Commencement Date (the "Contract Time"), with all "punch list" work completed within sixty (60) days following the date of substantial completion. The Work is deemed Substantially Complete when (i) all Work, excepting only minor punch list items, is complete, and (ii) the is capable of being beneficially used as intended ("Substantially Complete" or "Substantial Completion").
(b) If Seller is delayed at any time in progress of the Work by changes ordered to the building(s) or to the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Seller's control, then the Contract Time will be extended for such reasonable time as determined by both Parties.

Payments will be made to Seller as follows:

- % Due Upon Execution of this Agreement
% Due Upon Delivery of the Building(s)
100 % Due 30-day after upon substantial Completion of the Work

Additional Terms and Conditions: The Parties acknowledges the Additional Terms and Conditions attached hereto are incorporated by reference herein and form part of this Agreement.

IN WITNESS WHEREOF, the parties, by their duly authorized officers, have signed, sealed and delivered this Agreement on the date noted above and below:

Seller: Class Leasing, LLC Buyer: Desert Sands Unified School District
Signature: [Handwritten Signature] Signature:
Name: Mike Bollero, Sr. Name: Jordan Aquino
Title: President Title: Assistant Superintendent, Business Services
Date: Date Date: 9/4/19

**Sale Agreement Terms and Conditions**

The parties hereto, **Class Leasing, LLC**, a California limited liability company, as seller (the "Seller") and **Desert Sands Unified School District** ("Buyer") whose address is **47-950 Dune Palms Road, La Quinta, CA 92253** hereby agree to this Sale Agreement and the terms and conditions set forth herein. The individual signing this Sale Agreement affirms that he/she is duly authorized to execute and commit to this Sale Agreement for the above named Buyer.

**1. SALE.** Seller sells to Buyer, and Buyer purchases from Seller, the equipment listed on each Sale Agreement hereto ("Equipment") on the terms and conditions set forth herein. Each such Sale Agreement shall constitute a separate and independent sale agreement (a "Sale Agreement") of the Equipment listed in such Agreement.

**2. TIME AND PLACE OF DELIVERY.**

**2.1 Deliver.** Seller agrees to deliver the Equipment to (Refer to Project Address above). Buyer shall own such site and/or have express legal authorization to locate the Equipment upon that same site. If Buyer fails to provide such a site, then Buyer shall pay for any resulting additional delivery, installation, and knock down and return charges, including, but not limited to, storage related charges attributable to delayed delivery and/or installation of the Equipment required and/or requested by Buyer.

**2.2 Site Conditions.** Seller agrees to deliver the Equipment to the site location listed in 2.1 above (the "Site"). Buyer shall ensure that a level compact, truck accessible site is available for placement of the Equipment. Buyer warrants that the Site will have: safe access free from encumbrances, a level pad with no more than 3 inches of variance in 30 feet, and adequate soil bearing pressure of not less than 2500 psf. Following delivery, Seller will remove all Seller-owned equipment such as plywood, tools, etc. prior to or at the time of building acceptance. Buyer is responsible for all necessary permits, utility hookups, pilot cars, and Site preparation.

**2.3 Building Codes, Licenses and Permits.** The Buyer is solely responsible for compliance with applicable building codes and/or for obtaining any type of building permits and licenses required for the Equipment. Buyer further warrants that the placement of the Equipment on the Site as well as any work performed at the Site will not violate zoning restrictions or other land use laws, and Buyer agrees to indemnify and hold Seller harmless from all loss or damage or liability which may result from any such violations. Buyer will provide to Seller any and all zoning verification required for the Equipment. Seller may reasonably rely on such information, warranties, and verifications from the Buyer.

**2.4 Excusable Delay.** Seller shall not be liable for any delay in delivering the Equipment or providing applicable services, resulting from but not restricted to, acts of Buyer or his representatives, fires, strikes, labor disputes, war, civil commotion, shortages of labor or material, acts or restrictions of any government, or other causes beyond the control of Seller. The existence of such causes of delay shall justify the suspension of delivery and/or the rendering of services by Seller, and shall extend the Seller's time of performance until such cause of delay has been removed. Seller shall give written notice to Buyer of details concerning the delay as soon as practicable after its occurrence.

**3. TITLE RETENTION.**

**3.1 Title Retention.** Title to the Equipment shall not pass to Buyer before the entire Purchase Price has been paid to Seller. Upon Seller's receipt of payment in full of the Purchase Price, title to the Equipment shall transfer to Buyer, free and clear of all encumbrances arising by or through Seller. All payments due from Buyer pursuant to the terms of the Sale Agreement shall be made without any abatement or set off of any kind, arising from any cause.

**4. WARRANTY.** There shall be no warranty by Seller in respect of the Equipment except as set out in the formal Warranty Certificate supplied by Seller to the Buyer and subject to the terms of such Warranty Certificate.

**5. RISK OF LOSS.** Upon substantial completion of the Equipment, all risk of loss or damage to the Equipment s) passes from Seller to Buyer. In addition, Buyer hereby indemnifies Seller and agrees to save, defend and hold Seller harmless and waives rights of subrogation in favor of Seller against all losses, damages, liability, costs and expenses (including attorneys' fees), as a result of any actions, claims, or demands made arising from events occurring following substantial completion.

**6. WAIVER OF CLAIMS.** Buyer hereby waives and releases all claims against Seller for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment and (ii) injuries to Buyer, Buyer's agents and third persons. Seller shall not be liable for any consequential, incidental, or special damages of any kind (including, but not limited to damages for loss of use or of profit by Buyer or any other party; or for any collateral damages), whether or not caused or continued by Seller's negligence or delay, which may result from or arise in connection with the manufacture, delivery, installation, checkout or use of the Equipment or in connection with the services rendered by Seller hereunder.



7 GOVERNING LAW. Buyer and Seller agree that the Sale Agreement shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

8. JURISDICTION. If the law of the State of California shall apply to the Sale Agreement, it is agreed that the venue for a legal action relating to the Sale Agreement shall be proper if brought in Riverside County, State of California. Subject to Section 6, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

9. SELLER'S EXPENSES. Buyer shall pay Seller all costs and expenses, including attorney fees, incurred by Seller in exercising any of the terms, conditions or provisions of the Sale Agreement.

10. LICENSE AND TRANSFER FEE(S). If so listed on the Sale Agreement, the Purchase Price includes license and/or transfer fees.

11. MISCELLANEOUS.

11.1 BUYER SOLVENCY. Buyer hereby represents and warrants that the fair value of the assets of Buyer exceed its liabilities; Buyer is able to pay its debts and liabilities as they become due; and Buyer does not have an unreasonably small amount of capital with which to conduct the business in which it is engaged, as such business is now conducted and is proposed to be conducted.

11.2 MODIFICATIONS AND AMENDMENTS. Representations and warranties made by any person, including agents and representatives of Seller, which are inconsistent or conflict with the terms of the warranty contained in Section 1 of the Incorporated Provisions on the website (including but not limited to the liability of Seller as set forth above) shall not be binding upon Seller unless reduced to writing and approved by an officer of Seller. No amendment, supplement or modification to the terms of the Sale Agreement shall be valid unless made in a writing signed by both parties hereto, and no waiver of any provision of the Sale Agreement shall be valid unless made in a writing signed by the waiving party. Notwithstanding the foregoing, from time to time, Buyer or Seller may request modifications to the scope of work hereunder, which at the sole option of the Seller may be accepted and thus alter the final price stipulated herein. These changes in scope will be deemed approved by Buyer when evidence of work performance is presented by Seller.

11.3 NO WAIVER. Failure of Seller to enforce any term or condition of the Sale Agreement shall not constitute waiver of any rights stipulated herein, nor shall it in any manner affect the rights of Seller to enforce any of the provisions stated herein. Waiver by Seller of any provision of the Sale Agreement shall be valid only as provided in subsection (b) above and only with respect to the specific matter to which such waiver relates. Notices is deemed received upon actual receipt by the recipient as evidenced by delivery from the United States Post Office or nationally recognized courier service.

11.4 NOTICES. Any notices to the other party shall be in writing and may be mailed by prepaid registered post to the other party at the address shown above or at other address as may be substituted from time to time by proper notice and such notice shall be deemed to be received by the addressee on the third business day next following that on which it was mailed.

11.5 ASSIGNMENT. Buyer will not assign any of its rights or obligations hereunder without the prior written consent of Seller, which Seller may grant or withhold at its sole discretion. To the extent not prohibited hereunder, the covenants, terms, provisions, and conditions herein contained will apply to, bind and inure to the benefit of the respective successors and assigns of Buyer and Seller. Any attempted assignment in violation of this Agreement is void from inception.

12. ENTIRE AGREEMENT. The Sale Agreement constitutes the entire agreement between Seller and Buyer regarding the subject matter hereof. If any part of the Sale Agreement is found to be invalid or illegal, Buyer and Seller agree that only the invalid or illegal portion of the Sale Agreement will be eliminated.

IN WITNESS WHEREOF, the parties, by their duly authorized officers, have signed, sealed and delivered this Agreement on the date noted above and below:

Seller: Class Leasing, LLC Buyer: Desert Sands Unified School District
Signature: [Handwritten Signature] Signature:
Name: Mike Bollero, Sr. Name: Jordan Aquino
Title: President Title: Assistant Superintendent, Business Services
Date: August 23, 2019 Date: 9/4/19