



**Mobile Modular Management Corporation**  
 5700 Las Positas Road  
 Livermore, CA 94551  
 Phone: (925) 606-9000 Fax: (925) 453-3201  
[www.mobilemodular.com](http://www.mobilemodular.com)

## Purchase Off Rent

Contract: 210044775.1  
 Date Printed: 01/08/2020

Customer & Site Information		Mobile Modular Contact
<b>Customer Information:</b> <b>San Mateo-Foster City SD</b> 1170 Chess Drive Foster City, CA 94404 Anna Elrakib 650.312.7271	<b>Site Information:</b> San Mateo-Foster City SD 1450 Tarpon Street Bowditch MS Foster City, CA 94404	<b>Questions?</b>  Please Contact: Open Sales Direct Phone: 1 (866) 459-7600 All other inquiries: (925) 606-9000
	<b>Customer PO/Reference:</b> 210027446 Exp: // By:	

Product Information				
	Qty	Purchase Price	Extended Purchase Price	Taxable
Classroom, 24x40 DSA (Item1001) <i>Right Hand Door Configuration. Open plan. Tackboard interior. 1991, American Made, Serial #'s 049A 049B, BID 38509</i>	1	\$38,841.00	\$38,841.00	N
Classroom, 24x40 DSA (Item1001) <i>Right Hand Door Configuration. Open plan. Tackboard interior. 1990, American Mod, Serial #'s 026A, 026B, BID 38463</i>	1	\$38,841.00	\$38,841.00	N
Classroom, 24x40 DSA (Item1001) <i>Right Hand Door Configuration. Open plan. Tackboard interior. 1990, American Mod, Serial #'s 044A 044B, BID 38465</i>	1	\$38,841.00	\$38,841.00	N
Classroom, 24x40 DSA (Item1001) <i>Right Hand Door Configuration. Open plan. Tackboard interior. 1991, American Mod, Serial #'s 042A 042B, BID 38507</i>	1	\$38,841.00	\$38,841.00	N

	Qty	Charge Each	Total One Time Taxable
<b>Charges Upon Delivery:</b>			
Classroom, 24x40 DSA (Item1001)			\$0.00
Classroom, 24x40 DSA (Item1001)			\$0.00
Classroom, 24x40 DSA (Item1001)			\$0.00
Classroom, 24x40 DSA (Item1001)			\$0.00

**Tax:** \$0.00  
**Total Sales Price Including Tax:** \$155,364.00

### Special Notes

**POR- Rent Due Until Paid in Full:** Please be aware that rent is due until the purchase price quoted above and all open balances are paid in full.

### Special Terms & Important Contractual Information

- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.



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**Please sign below, and fax or email this document to the fax number shown above or the email address you received the document from.**

The parties hereto, Mobile Modular Management Corporation, a California corporation, as seller ("**Seller**") and buyer ("**Buyer**", as described in the Purchase Off Rent Agreement in the section titled "Customer Information") hereby agree to this Purchase Off Rent Agreement and the terms and conditions set forth in the Purchase Off Rent Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Purchase Off Rent Agreement affirms that he/she is duly authorized to execute and commit to this Purchase Off Rent Agreement for the above named Purchase Off Rent.

<b>SELLER:</b> Mobile Modular Management Corporation  Signature: _____ Print Name: _____ Title: _____ Date: _____	<b>BUYER:</b> San Mateo-Foster City SD  Signature: _____ Print Name: _____ Title: _____ Date: _____
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### ATTACHMENT A

#### **PURCHASE OFF RENT TERMS AND CONDITIONS**

1. **SALE.** Seller sells to Buyer, and Buyer purchases from Seller, the equipment listed on the Purchase Off Rent Agreement hereto ("**Equipment**") on the terms and conditions set forth herein. Each such Purchase Off Rent Agreement ("**Agreement**"), shall constitute a separate and independent sale (a "**Sale**") of the Equipment listed in such Agreement under "Product Information". In the event of a conflict between this Agreement and Buyer's contract, purchase order or other document, the terms of this Agreement shall prevail.

#### **2. TIME PAYMENT; TITLE RETENTION.**

(a) **PURCHASE OFF RENT.** The Equipment sold hereunder is currently in use and leased to Buyer by Seller. Rent on the existing Lease, as identified in the Special Notes section of the Purchase Off Rent Agreement, will continue to accrue until the Purchase Price and any remaining open balances on the Lease have been paid in full. The Purchase Off Rent transaction will not be finalized until Seller has received from Buyer payment in full of the entire Purchase Price as shown in the Purchase Off Rent Agreement and any balances that may be owed on the existing Lease. Upon receipt by Seller of the entire Purchase Price, the transaction will be finalized and the existing Lease will cease.

(b) **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 Purchase Off Rent Agreement shall be made without any abatement or set off of any kind, arising from any cause.

#### **3. WAIVER AND INDEMNIFICATION.**

(a) 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. Neither party shall 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 either party's negligence or delay, which may result from or arise in connection with the use of the Equipment or in connection with the services rendered or received hereunder.

(b) Buyer shall indemnify and hold Seller (and its agents and employees) harmless from and against any and all claims, actions or proceedings and any and all damages, liabilities, losses, costs and expenses (including attorney fees) arising out of or in connection with the Purchase Off Rent Agreement. If the foregoing obligation is not enforceable against Buyer under applicable law, Buyer agrees to indemnify and hold Seller harmless from damages, liabilities, losses, costs and expenses to the maximum extent permitted by applicable law.

4. **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.

#### **5. JURISDICTION.**

(a) If the law of the State of Maryland or Virginia shall apply to the Agreement, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 7, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgement.



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(b) If the law of any State other than Maryland shall apply to the Sale Agreement, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Buyer or Seller as a result of any dispute regarding matters arising in connection with the Agreement. Further, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 7, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

**6. LICENSE AND TRANSFER FEE(S).** If so listed on the Purchase Off Rent Agreement, the Purchase Price includes license and/or transfer fees. Buyer will be billed directly by the State for future annual license fees where applicable.

**7. COMPLIANCE WITH LAW.** Buyer assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Buyer's lawful operation, use, possession and occupancy of the Equipment. Buyer agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment; and to indemnify and hold Seller harmless from any and all fines, forfeitures, seizures, penalties or other liabilities that may arise from any infringement or violation of any such law, rule, regulation or order.

**8. FEDERAL CONTRACTOR.** As a federal contractor, Seller's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a). **Seller shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

**9. WARRANTY.** Equipment, which includes the modular building(s) described in the Product Information section of the Purchase Off Rent Agreement, as well as any associated ramps, stairs, roof, plumbing, plumbing fixtures, electrical components, mechanical systems, seismic/wind restraints and any other accessories thereto, is sold "AS-IS" and "WHERE-IS" and **SELLER MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, RELATING TO THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, THE CONDITION THEREOF, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR OTHERWISE, EXCEPT AS TO TITLE.**

## 10. MISCELLANEOUS.

(a) **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 shall not be binding upon Seller unless reduced to writing and approved by an authorized representative of Seller. 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.

(b) **NO WAIVER.** Failure of Seller to enforce any term or condition of the 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 Agreement shall be valid only as provided in subsection (c) above and only with respect to the specific matter to which such waiver relates.

(c) If the law of the State of North Carolina shall apply to the Agreement, the Sale does not constitute a "construction contract" or otherwise relate to the improvement of real estate or the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance.

**11. ENTIRE AGREEMENT.** This 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 Agreement will be eliminated.

Purchase Off Rent Terms and Conditions, Rev. 08/22/16