



**SALES AGREEMENT
For Single Or Multiple Unit(s)
("NEW" Equipment)
OMNIA MEMBER**

Full Legal Name of Buyer and Address:			Delivery Address:			
Phone #:			Fax #:			
SERIAL #	SIZE/MODEL	EQUIPMENT PRICE	DELIVERY	SETUP	TAX	PURCHASE PRICE
TOTAL PURCHASE PRICE: \$						

EQUIPMENT DESCRIPTION: _____
otherwise known as the ("Equipment")

DELIVERY DATE (approx.): _____ **WS Contract No.:** _____

PAYMENT TERMS: _____

This Sales Agreement (the "Agreement") is made this ____ day of _____, 201__, by and between **Williams Scotsman, Inc.**, a Maryland corporation, doing business at 901 South Bond Street, Suite 600 Baltimore, Maryland 21231 ("Seller") and _____ ("Buyer"), doing business at the address noted above.

Buyer agrees to purchase from Seller one or more trailer(s) and/or relocatable modular and/or pre-fabricated structures, including stairs, railings, furniture, and other items attached or appurtenant thereto, as noted above and detailed on any Addenda to this Agreement (hereinafter collectively referred to as the "Equipment"), for the purchase price and payment terms shown above and subject to the terms and conditions set forth herein and on the following pages of this Agreement and as detailed on the Addenda to this Agreement. The Agreement and the Addenda together form the "Contract Documents".

The Addenda are as follows and are an integral part of this Agreement:

1. Williams Scotsman Quotation

Although the Contract Documents are intended to be complementary in the event of any conflict with respect to the scope of work, between the Agreement and the Williams Scotsman Quotation, the Williams Scotsman Quotation shall control.

ADDITIONAL TERMS AND CONDITIONS

1. ORDER & DELIVERY. It is understood and agreed between the parties that Seller, in reliance on the promises of Buyer contained in the Sale Agreement, may be specially ordering the Equipment described in the Sale Agreement from the manufacturer and/or Seller may be specially modifying the Equipment at Buyer's request, based on information supplied to Seller by Buyer. In so ordering and/or modifying this Equipment, Buyer understands that the Equipment may not be standard, readily resalable product, and that Seller is incurring extraordinary costs and expenses in ordering this Equipment from the manufacturer and/or in modifying the Equipment. In the event Buyer terminates the Sale Agreement prior to the delivery of the Equipment, Buyer shall be responsible for the payment to Seller of all costs incurred by Seller up to Seller's receipt of written notice of termination, including but not limited to: a) the costs incurred by Seller for labor, materials and work executed; b) storage related charges attributable to delayed or failed delivery; c) termination charges; and d) reasonable overhead and profit. Additionally if the delivery is delayed for more than one (1) month from the delivery date shown in the Sale Agreement (or the date that Seller advises Buyer the Equipment is ready for delivery), then Buyer shall pay Seller storage fees as well as the cost of any tenant improvements/modifications made to the Equipment which have been incurred by Seller, and upon delivery, Buyer shall pay Seller any increased costs of delivery/installation related to such delay. Seller will deliver the Equipment being purchased by Buyer to the Delivery Address indicated in the Sale Agreement. Upon delivery, Buyer agrees to inspect and accept the Equipment. The Equipment is deemed finally accepted at the time of delivery unless Buyer notifies Seller of a defect or deficiency in writing by telefacsimile and in writing by regular mail addressed to Seller's address shown on Page (1) of the Sale Agreement within forty-eight (48) hours after receipt of the Equipment.

2. BUYER'S SITE; SITE SUITABILITY; INSPECTION. Buyer shall choose a firm, level site with a minimum soil bearing pressure of 2,500 pounds per square foot of non-expansive soil and no more than a one inch per ten feet slope from one end to the other that is easily accessible by Seller's standard truck/delivery equipment to locate the Equipment. Buyer shall own such site and/or have express legal authorization to locate the Equipment upon that same site. Buyer warrants and represents that it has exercised due diligence and care in the selection of the location it has designated for the placing of the Equipment, and further agrees to give directions and supervise the placement of such Equipment. Seller assumes no liability nor offers any warranty for the fitness, adequacy of Buyer's site or utilities available at the site. Buyer is solely responsible for the site selection and subsurface conditions, including compaction or environmental conditions. Unless otherwise agreed to in writing by Seller, Buyer is responsible for verifying the presence or absence of any underground utilities in the designated site location. Prices for delivery, installation and other "one-time" charges, and due dates for delivery or installation of Equipment, assume accuracy of the information given to Seller by Buyer with respect to site conditions and are subject to adjustment to the extent that the timing of or physical nature of access to the site is or becomes limited, the site does not have adequate load bearing or other topographic qualities or is otherwise not properly prepared, snow or water is not removed, utilities are not correctly located or properly disconnected, provision of utilities is not timely, applicable license or permits are not provided in a timely manner or Buyer otherwise delays completion of Seller's Work. If Buyer fails to provide a suitable site, then Buyer shall pay for any resulting additional delivery and installation charges, and including but not limited to storage related charges attributable to delayed delivery and/or installation of the Equipment required and/or requested by Buyer. Buyer is solely responsible for damage due to settling. Seller may suspend its Work at Buyer's site if Seller deems the site to be unsafe or in any way unable to accept the Equipment. Seller is solely relying on Buyer's knowledge of the geographic area where the Equipment is to be installed including, but not limited to, seismic activity, possibility of high winds, hurricanes, tornadoes and flooding. Seller recommends that the Equipment be anchored to reduce damage to the Equipment, injury to occupants or other persons, and the property of third parties. In the event, Buyer declines Seller's installation of anchors, Seller will comply with Buyer's refusal based on and in express and sole reliance on the representation and other terms and conditions in this Sale Agreement.

3. TITLE. The parties expressly agree that title to the Equipment shall pass from Seller to Buyer only after Buyer has paid Seller the Total Purchase Price indicated in this Agreement. Buyer grants to Seller a security interest in the Equipment until such time as Seller has received the Total Purchase Price for the Equipment Prior to the payment of the Total Purchase Price, Buyer hereby appoints Seller or its agents or assigns as Buyer's attorney-in-fact for the purpose of executing U.C.C. financing statements on behalf of Buyer, and to publicly record such statements to protect Seller's interest in the Equipment. Documents of title, if any, as available to Seller, related to the Equipment will be provided to Buyer thirty (30) days after the Total Purchase Price has been received by Seller. Otherwise, all licensing, titling and permits required and/or desired by Buyer and any costs affiliated with them are the responsibility of Buyer and are to be obtained at Buyer's cost.

4. RISK OF LOSS; FURTHER LIABILITY. Upon delivery of the Equipment, all risk of loss or damage to the Equipment passes from Seller to Buyer. In addition, Buyer hereby indemnifies Seller and agrees to save, defend and hold Seller harmless against all losses, damages, liability, costs and expenses (including attorneys' fees), as a result of any actions, claims, or demands arising out of this Agreement or related to the Equipment.

5. **TAXES:** Buyer shall be solely liable for any and all (i) sales and use, gross receipts, transaction privilege, value added, goods and services, and similar taxes (“Sales Taxes”), (ii) ad valorem, real property, and personal property taxes (“Property Taxes”), and (iii) related 3rd party fees and expenses (“Fees”) (the items set forth in clauses (i), (ii), and (iii), hereinafter referred to as “Taxes and Fees”). Buyer shall pay or reimburse Seller, any and all Taxes and Fees related to the Equipment, its value, use, or operation or levied against or based upon the amounts paid or to be paid under this Sale Agreement. In the event a properly executed Sales Tax exemption certificate is presented to and approved by Seller, Buyer will not be charged for those Sales Taxes falling under such exemption, but will remain liable for all Taxes and Fees for which the exemption certificate does not apply. Buyer remains responsible for the payment of any use tax, which Seller, as a contractor may be required to pay. Buyer shall indemnify, defend and hold Seller harmless against any and all Sales Taxes, including any interest and penalties thereon, if such exemption certificate is later determined not to apply to the Buyer or is otherwise later deemed invalid.

6. **PERFORMANCE; REMEDIES.** (A) Buyer shall be deemed to be in default hereunder upon the occurrence of any of the following events (“Events of Default”): (1) Buyer shall fail to pay the Total Purchase Price or any other payment due hereunder the Sale Agreement; (2) any representation or warranty of Buyer shall have been untrue in any material respect when made, or, any information submitted by Buyer to Seller shall be false or misleading in any material respect; or (3) Buyer shall have defaulted under any other agreement with Williams Scotsman. If an Event of Default occurs, Seller may do any or all of the following: (1) terminate the Sale Agreement with respect to one or more units of Equipment or the entire Sale Agreement, at Seller's sole option; (2) Repossess, retake, and/or retain any or all of the Equipment free of all rights and claims of Buyer without notice, without legal process, or judicial intervention, and without releasing Buyer of any term, covenant or condition provided herein ; (3) Declare all other unpaid amounts, Taxes and Fees, and charges including but not limited to delay/storage fees and/or termination charges under this Sale Agreement and/or any other agreement with Williams Scotsman immediately due and payable and bring an action against Buyer for any deficiency to recover the full benefits of its bargain under the Sale Agreement; (4) designate an attorney to appear for Buyer in any court of record and confess judgment against Buyer for the amount of any unpaid balance due under the Sale Agreement with interest accrued hereon, as set out below, together with costs of suit and the sum of fifteen percent (15%) of such unpaid balance as attorneys' fees. Moreover, any balance due owed by Buyer under the Sale Agreement not timely paid shall bear interest at the rate of one and one-half percent (1 ½%) per month or the maximum rate permitted by law, whichever is lower; and (5) exercise any and all rights and remedies available at law or in equity. Seller’s waiver of any Event of Default shall not constitute a waiver of any other Event of Default or a waiver of any term or condition of this Sale Agreement. Buyer shall pay all Seller’s legal fees and all other costs and expenses incurred by reason of any Event of Default. No right or remedy referred to herein is intended to be exclusive and each may be exercised concurrently or separately and from time to time. The failure of Seller to insist at any time upon the strict performance of any of the terms, covenants, or conditions of this Sale Agreement or to exercise any right or remedy herein, or the waiver by Seller of any breach thereof shall not be construed as thereafter waiving any such terms, covenants, conditions, rights, or remedies.

7. **LIMITED WARRANTY:** Seller hereby warrants to Buyer that at the time of delivery Seller has good and marketable title to the Equipment, free and clear of all liens and encumbrances arising by or through the Seller. Seller warrants to Buyer that the materials and equipment (the “Equipment”) furnished by Seller hereunder will be of good quality and new (factory built) and free from defects for a period of one (1) year from the date of delivery of the Equipment. Further, Seller hereby assigns to Buyer all assignable manufacturers' warranties, which shall be subject to the specific manufacturer's warranty provisions and time period. During the warranty period, provided that Buyer notifies Seller in writing of any defects, malfunctions, or leaks within two (2) business days of the occurrence thereof, Seller shall repair or replace all defective parts of the Equipment which are covered under Seller's warranty (excluding HVAC filters, fire extinguishers, fuses/breakers, light bulbs, or other ordinary course repairs or maintenance). In any event, the liability of Seller shall be limited solely to the repairing of defects in the Equipment. Seller shall have no liability for the repair of any defect or condition resulting from Buyer’s relocation of the Equipment, utilities connection, modification or alterations of the Equipment not executed by Seller, work to the Equipment not executed by Seller, use of the Equipment for a purpose for which it was not intended, abuse, vandalism, misuse of the Equipment, excessive wear and tear, failure to properly maintain the Equipment, failure to properly maintain the HVAC system and/or failure to provide timely notice to Seller. The repair of the Modular by Seller due to a defect or condition resulting from any of the preceding causes shall result in additional charges to Buyer. **SELLER SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY LIQUIDATED, CONSEQUENTIAL, INCIDENTAL, ACTUAL, OR PUNITIVE DAMAGES, COSTS, OR EXPENSES ARISING IN RELATION TO SELLER’S LIMITED WARRANTY, OR ANY REPAIRS PERFORMED PURSUANT TO THE LIMITED WARRANTY. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, SELLER DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE MODULAR EQUIPMENT AND ANY MAINTENANCE OR REPAIR WORK PERFORMED BY SELLER INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.**

8. **BUYER'S REMEDIES.** Buyer hereby agrees that its damages for Seller's uncured breach of this Agreement shall consist of the return to Buyer of a proportionate amount of the purchase price for the Equipment, out of funds paid by Buyer to Seller, as reasonably compensates Buyer for any uncured breach by Seller of this Agreement.

9. **FOR EXPORT SALES ONLY:** In the event the Equipment is to be exported from the Continental United States by Buyer, the following terms and conditions shall apply and will govern in the event of any conflict elsewhere in this Agreement:

a. Payment shall be due in full prior to the Equipment being removed from the "Pier Delivery Location" shown in the Delivery Address on Page 1 of this Agreement.

b. Upon delivery of the Equipment to the Pier Delivery Location, Buyer agrees to inspect and accept the Equipment. Buyer shall provide Seller with written acceptance of the Equipment prior to removing the Equipment from the Pier Delivery Location.

c. All risk of loss or damage to the Equipment shall pass from Seller to Buyer upon delivery to the Pier Delivery Location.

d. **EXCLUSIONS OF ALL WARRANTIES: AS ACKNOWLEDGED AND AGREED BY THE UNDERSIGNED BUYER, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND THAT THE SALE IS "AS IS" AND "WITH ALL FAULTS." FURTHERMORE, SELLER IS PROVIDING NO WARRANTIES AND MAKES NO REPRESENTATIONS WITH REGARD TO THE CONDITION OF THE SUBJECT EQUIPMENT.**

Buyer's Initials

10. **MISCELLANEOUS.** (A) This Agreement is the entire contract between the parties with respect to the subject matter hereof and supersedes all prior agreements and negotiations between them. This Agreement may be changed or amended only by a writing which is signed by a duly authorized representative of each party. (B) The terms of any documents submitted by Buyer (i) are superseded and replaced in their entirety by the terms and conditions of this Agreement and (ii) shall otherwise have no binding effect upon Seller, its agents and employees. Acknowledgement by Seller of any Buyer supplied documents shall be for Buyer's billing purposes only. (C) This Agreement shall be governed by and construed in accordance with the laws of the State where the Equipment is located and all legal actions arising out of or related to this Sale Agreement shall be filed and conducted exclusively in a state or federal court in the State where the Equipment is located. Mechanic's and materialman's lien proceedings, including any action to foreclose on such lien, shall be governed by the law of the state where the Equipment is located. Seller hereby reserves its common law right of offset. Buyer hereby waives any and all rights to or claims of sovereign immunity. Buyer will pay all costs and expenses, including reasonable attorney's fees, incurred by Seller in enforcing any terms, covenants and indemnities provided herein. **SELLER AND BUYER HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY OF ANY CLAIM ARISING IN CONNECTION WITH THIS SALE AGREEMENT.** (D) Each party represents and warrants that this Agreement is valid and binding, is duly authorized by appropriate corporate action, and that the person signing has authority to bind the respective party to this Agreement. (E) Time is of the essence with respect to the performance of this Agreement. (F) Buyer shall not assign its right or obligations under this Agreement without the prior written consent of Seller. (G) Seller shall not be responsible for delays beyond its control. (H) **SELLER SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY LIQUIDATED, CONSEQUENTIAL OR INCIDENTAL DAMAGES, COSTS OR EXPENSES ARISING FROM THE EQUIPMENT, THE WORK OR ANY OTHER FACTOR.** (I) If Buyer should require Equipment that meets certain local codes and/or ordinances, Buyer shall notify Seller at the time Equipment is ordered. Any special requirements shall be handled on a case-by-case basis. Seller makes no representations as to the Equipment's compliance with any federal, state, or local building codes, zoning ordinances, or other types of regulations or use codes. [**For Equipment delivered in California: PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1938 BUYER IS HEREBY NOTIFIED THAT THE EQUIPMENT PURCHASED HEREUNDER HAS NOT UNDERGONE AN INSPECTION BY A CERTIFIED ACCESS SPECIALIST (CASP).**] (J) The delivery, installation, and any Work related to the Equipment as agreed to by Seller and Buyer in the Sale Agreement or any amendment thereto and in the **Williams Scotsman Proposal** will be performed by Seller using its standard workforce and labor rates unless otherwise agreed to in writing by Seller prior to the placement of the order for the Equipment. Buyer understands and agrees that Seller may use Seller employees or subcontracted workers for the performance of any Work related to the Equipment, as determined in Seller's sole discretion. (K) Unless stated otherwise, Seller shall obtain/pay for the local transportation permits only. Buyer is responsible for obtaining and the cost of obtaining all other licenses, titles, permits, approvals, tests, inspections and fees. (L) Any Equipment, material or labor furnished by Seller which is not described in this Sale Agreement and/or in the **Williams Scotsman Proposal** as Seller's obligation shall be deemed "Extra Work". Buyer, with Seller's consent, may order changes in the Equipment, material or labor to be furnished by Seller under the Sale Agreement. Prior to Seller performing/providing the Extra Work, Seller and Buyer must agree in writing to any modification or addition to the Equipment, material or labor covered by this Sale Agreement as well as the corresponding changes to the Sale Agreement Total Purchase Price and time frame for performance. All Extra Work shall be authorized by written Amendment or Change Order to the Sale Agreement signed by both parties. Failure to have written authorization shall not preclude Seller from recovering compensation for Extra Work. Buyer shall promptly pay Seller for any additional Equipment, materials or labor authorized by Amendment or Change Order. Payment for Extra Work shall be due as and when invoiced by Seller. Costs for Extra Work shall include reasonable overhead and profit as well as other related sums incurred by Seller as may be applicable, including but not limited to: administrative costs; office expenses; expenses incurred at the Delivery Address; project manager/site superintendent time and expenses (if such personnel is supplied by Seller); dumpster fees; temporary facilities for Seller's use including, but not limited to, sanitary facilities and/or Field Office(s); temporary utilities

for Seller's use (if supplied by Seller); travel and related expenses; cell phone expenses and other costs for communication; Architectural and/or Engineering expenses (if supplied by Seller); cleanup at the Delivery Address if performed by Seller; document/drawing reproduction costs; and/or the costs for Mail/Overnight and other delivery services. (M) All notices related to this Agreement shall be in writing and sent to the other party at its address stated herein. (N) The parties hereby covenant and agree that each party hereto may rely on a telefacsimile signature of the parties on this Agreement and/or any Amendment hereto. Any such signature shall be treated as an original signature for all purposes. The telefacsimile transmission of this Agreement and/or any Amendment hereto signed by the parties shall be deemed to be the original Agreement and Amendment for all purposes.

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

ACCEPTED BY:

BUYER: _____

SELLER: **WILLIAMS SCOTSMAN, INC.**

BY: _____
Signature

BY: _____
Signature

Print Name and Title

Print Name and Title

Date

Date