

WILMOT GENERAL LEASE TERMS AND CONDITIONS

1. **Modular Unit/Equipment:** Modular Unit/Equipment encompasses all modular units, equipment, attachments, fixtures, furniture, and/or components, which may be the subject of the lease.
2. **Lease Term:** The lease shall become “Effective” upon the execution of the lease by both the Lessor and the Lessee. The term of the lease, (“Lease Term”), shall commence immediately upon the delivery of the Modular Unit/Equipment. *Exceptions:* a) Site not Ready. Once the Modular Unit/Equipment is available for delivery, the site must be ready and accessible. If the site is not ready and accessible, at no fault of the Lessor, the lease term shall commence ten (10) calendar days of Lessor’s notice to the Lessee that the Modular Unit/Equipment is ready for delivery. B) Permits need to be obtained. Modular Unit/Equipment will be held up to 30 days after all paperwork has been sent to Lessee for permits at no cost to customer. After 30 days, lessee must start paying monthly rent or Modular Unit/Equipment will be returned to inventory and any permit documentation provided by Lessor will need to be resubmitted when another Modular Unit/Equipment is available.
3. **Lease Extension or Renewal:** In the event the Lessee elects to renew the lease, the Lessee shall give Lessor a prior sixty (60) day written notice of Lessee’s intent to renew the lease. The Lessor, at its sole option, may at that time modify any of the terms and conditions of the lease. There will be no renewal of the lease unless a written renewal document has been executed by both the Lessor and Lessee. The Lessor is not under any obligation to renew the lease. However, if a renewal is not agreed upon the lessor and Lessee agree that this Agreement is automatically extended on a month-to-month basis on the same terms and conditions until the Equipment is returned to Lessor; except that Lessee’s rental rate shall be automatically adjusted to Lessor’s then prevailing renewal rate upon expiration or at any time thereafter.
4. **Holdover:** Upon the termination of the lease term, if the Lessee does not immediately relinquish and deliver possession of the Modular Unit/Equipment to the Lessor, the Lessee shall be considered a “Holdover” and liable for all resulting damages. The Lessee shall be solely responsible for payment to Lessor of monthly lease rate, for each month the Modular Unit/Equipment is not returned. This clause shall not be construed to interfere with the Lessor’s rights and remedies under the law or the terms and conditions of this lease, nor the Lessor’s right to immediate recovery of its Modular Unit/Equipment.
5. **Early Termination:** There is no right of early termination. In the event the Lessee terminates the lease for any reason, the Lessor shall have all rights and remedies provided under the provisions of the lease and the laws that govern the lease including, but not limited to, a right to accelerate the lease and immediately recover the full balance of the lease, including all taxes, accessories, steps, window guards, door bars and ramps and all other amounts owed, under the terms and conditions of the lease.
6. **Rent:** Lessee agrees to pay Lessor, or its assignee, lease payments equal to the amounts specified in the lease agreement. Lessee shall pay rent to Lessor within thirty (30) calendar days of Lessor’s invoice, without reduction, set-off or withholding of any kind, while Lessee is in possession and/or contractually obligated for the Modular Unit/Equipment and/or Lessor is providing services to the Lessee. Rent for any fraction of a month, at the expiration of the Lease term, shall be probated up to ten (10) calendar days. Not eligible for probate are those leases that have a lease term of less than three (3) months. All payments shall be paid to Lessor at 5812 Allender Road, White Marsh, Maryland 21162, or other such address that Lessor shall inform Lessee in writing, from time to time.
7. **Payment for High Value Transactions:** Any individual payment over \$100,000 must be made via Automated Clearing House (ACH). Contact billing@wilmotmodular.com for questions or instructions.
8. **Late Charges:** Any payments received later than ten (10) calendar days from the due date will be subject to a late charge equal to five percent (5%) of the amount due per month, until paid. The late charge payments will be payable without notice or demand.
9. **Delivery and Installation:** The Lessee is solely responsible for all costs associated with the delivery and installation of the Modular Unit/Equipment. Lessee is solely responsible for assuring Lessor, or its agents have clear ingress and egress to the project site, notwithstanding what may be required for delivery and installation. Lessee must provide a firm travel route to the project site that is easily accessible by road tractor and trailer. Any obstructions that restrict accessibility should be removed prior to Lessor or its agent’s arrival to the project site. Lessee is liable for all costs including, but not limited to, delay cost due to Lessor’s inability to access the project site upon arrival. Delivery dates and time are subject to weather and holiday restrictions.
10. **Special Equipment Cost:** The Lessee is solely responsible for all costs if a translift is required to complete the installation and/or removal of the Modular Unit.
11. **Latent Conditions:** Lessee shall be solely responsible for all cost associated with unforeseen and/or latent site conditions including, but not limited to, rock, rubble, unsuitable fill, hazardous materials, unacceptable soil bearing capacity or ground water.
12. **Tie Downs:** When tie downs are ordered, it is the Lessee’s sole responsibility to assure that the ground is clear of all utilities prior to delivery. If the tie down option is not taken, the Lessee shall be solely responsible and liable for all cost, damages and/or injury caused as a result of or associated with not having tie downs.
13. **Davis-Bacon:** The Lessee acknowledges that the lease terms and conditions, including Lessor’s scope of work, do not contemplate Davis-Bacon and that the lease was calculated accordingly. The Lessee shall be solely responsible for all additional costs associated with any prevailing wage requirements.
14. **Trade Unions or Site Regulations:** If local trade unions or regulations prohibit the Lessor from working at the location of the Modular Unit/Equipment, then the Lessee will be responsible for the cost of moving the Modular Unit/Equipment to a location where Lessor or one of its subcontractor’s personnel can perform the work or the Lessee can arrange repairs himself after receiving written approval from lessor prior to those repairs being performed. The Lessor will not compensate the lessee in an amount that exceeds the exact cost of performing the work with its own work forces.
15. **Block and Level:** Charges are based on a clear level accessible site, and a floor height that does not exceed 40". Floor levels outside this range will result in an “additional charge”. The project site shall have a minimum soil bearing capacity of 2,500 psf. The site grade is required to be accessible, flat and level and having adequate drainage, with no greater than 2% slope over length of Modular Unit. The Lessee is responsible for all costs, if the Lessor has to return to the project site, to relevel the Modular Unit due to any cause including, but not limited to, sinking.
16. **Decks, Steps and Ramps:** Pricing for decks, steps and ramps is based in part on the project site having a minimum soil bearing capacity, a level site and finished floor height that does not exceed 40". If this is not the case, the Lessee is responsible for all additional costs required to implement the decks, steps and ramps.
17. **Use:** The Lessee agrees to comply with all Federal, State and/or Municipal laws, ordinances, rules and/or regulations governing the occupancy and use of the Modular Unit/Equipment. The Lessee may occupy and use the Modular Unit/Equipment for any lawful purpose, which is consistent with the express intended contractual use of the Modular Unit/Equipment. The Lessee shall comply with all applicable laws and ordinances and pay all claims, damages, fees, and charges arising out of its possession, occupancy, use or maintenance. Lessee further agrees to be the sole operator and end user of the Modular Unit/Equipment. Lessee shall not store hazardous materials in the Modular Unit/Equipment.
18. **Permits:** Unless stated otherwise in this lease, Lessee shall be responsible, at Lessee’s sole expense, to obtain all permits that are associated with and/or required as a result of the parties entering the lease. Such permits include, but are not limited to, (i) Zoning, (ii) Building, (iii) Utility, (iv) Business, (v) Use, (vi) Occupancy, and (vii) Construction permits. Lessee is also responsible for obtaining any permits required for securing the project site, local installation and foundation approvals.
19. **Codes:** The Lessor shall only be responsible for federal and state codes and regulation requirements expressly delineated in the lease. All costs, including overhead and profit, incurred by the Lessor in having to conform to any other codes, regulation or ordinance requirements shall be the sole responsibility of the Lessee. All additional costs shall be added to the lease price as a change order.
20. **Third Party Real Property Consent and Waiver Agreement:** If the Lessor is not the owner of the project site real property, upon Lessor’s written request, the Lessee shall have such real property owner sign a “Third Party Real Property Consent and Waiver Agreement” and shall forward such document to Lessor prior to the execution of the lease.
21. **Performance/Payment Bond:** If the Modular Unit/Equipment/Service provided by Lessor under the lease is subject to a “Performance or Payment Bond,” the Lessee shall provide the Lessor, before the execution of the lease, the name and address of the surety issuing such bond. Lessee’s failure to comply with this paragraph shall represent a material default of the lease. The Lessee shall reimburse the Lessor as “additional rent” any costs and expenses, including attorneys’ fees and cost, incurred by the Lessor in enforcing the terms of this paragraph.
22. **Modifications:** Lessee, under no circumstances, shall make modifications, alterations, additions, or improvements to the Modular Unit/Equipment, without the express prior written consent of the Lessor. All modifications are at Lessee’s sole expense. In the event modifications are allowed by the Lessor, it is the Lessee’s sole responsibility, at the time of dismantle and return, to give back to the Lessor the Modular Unit/Equipment in the original condition Lessee received it.

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- 22. Sublet and Assignment of Lease:** Without the prior written consent of the Lessor, the Lessee shall not sublet the lease, Modular Unit and/or Equipment. Without the prior written consent of the Lessor, Lessee shall not assign, transfer, pledge, and/or grant any interest in the lease, modular unit or equipment. A prospective party interested in taking over Lessee's leasehold interest shall be required to undergo a full credit check by the Lessor and execute a new Lease Agreement prior to occupying the Modular Units/Equipment. Unless provided otherwise in writing by the Lessor, the assignor shall continue to be responsible under the lease. The Lessor may assign its rights, title and interest in and to this lease, modular unit and/or the equipment. Any such assignee shall have all of the rights of Lessor, under this lease. Subject to the foregoing, the lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. Upon assignment of Lessor's interests herein, Lessor will cause written notice of assignment to be sent to Lessee, which will be sufficient if it discloses the assignee's name, address and to what location further payments hereunder should be made.
- 23. Maintenance:** Lessee, at Lessee's sole expense, will provide routine maintenance for a Modular Unit/Equipment during the lease term. Routine maintenance includes, but is not limited to, general maintenance, housekeeping, changing light bulbs, and changing of HVAC filters. Lessee shall be solely responsible for securing and protecting the Modular Unit/Equipment while it is in the possession of and/or under the contractual obligation of the Lessee and shall reimburse Lessor for any loss or damage including, but not limited to, all damage resulting from Lessee's failure to properly maintain the Modular Unit/Equipment. Lessee, upon expiration or termination of the lease, shall remove Lessee's property and that of all persons claiming under Lessee from the Modular Unit. Any work and/or maintenance performed by Lessee shall be accomplished by qualified personnel. Lessee's obligations hereunder shall survive termination of this lease.
- 24. Warranties:** Lessee is responsible for proper maintenance and shall not perform any work on the Modular Unit/Equipment that would violate a warranty granted to Lessor. All warranty claims and/or actions shall only be made directly against the manufacturer, supplier and/or vendor granting such warranty by Lessor.
- LESSOR SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES WILL LESSOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. LESSOR SHALL NOT, FOR ANY REASON, BE RESPONSIBLE OR LIABLE FOR DAMAGE TO LESSEE'S PERSONAL PROPERTY OR ANY THIRD PARTY'S REAL AND/OR PERSONAL PROPERTY.*
- 25. Price Exclusions:** Unless stated otherwise in writing and sign by both parties, the lease price does not include (i) engineered building or foundation drawings, (ii) civil engineering, (iii) permitting, (iv) bonds, (v) private locate services for utilities, (vi) union or prevailing wage rates, (vii) site concrete, (viii) site electrical, including hookups, (ix) site plumbing (PLUMBING MANIFOLDING TO BE DONE ON SITE BY LESSEE), (x) telephone/data hookup, (xi) site prep or remediation, (xii) landscaping, (xiii) sediment/erosion controls, (xiv) exterior/interior signage, (xv) footings, (xvi) spoils removal, (xvii) special cleaning, (xviii) special keying of doors, (xix) fire alarm, (xx) sprinkler or separation systems, (xxi) HVAC balancing or testing services, (xxii) Geo-technical services, (xxiii) cranes, (xxiv) canopies, (xxv) liquidated damages, (xxvi) safety & security training time and (xxvii) additional insurance beyond what's currently held by the Lessor and its subcontractors.
- 26. Lessee Insurance:** During the lease term, at Lessee's sole expense, Lessee shall obtain, provide, and maintain insurance coverage for all loss, theft, collision, injury, or damage to (i) the modular unit, the equipment, (ii) all personal property, (iii) all Lessees' property, (iv) all Lessors' property and equipment, and (v) for all injury to persons, including death, in amounts stipulated in the lease. Such Insurance shall name the Lessor as loss payee, additional named insured, and the certificate holder. Should such Insurance expire, be terminated, or be canceled during the lease term, then Lessee shall instantly provide Lessor with written notice of such expiration, termination, or cancellation, and shall immediately renew or replace such Insurance. Failure of Lessee to supply the Lessor with such insurance certificates shall be considered a material default of the lease. Except as provided otherwise in this lease, Lessee's Insurance coverage shall commence upon the date of delivery of the Modular Unit/Equipment and shall continue throughout the lease term, until Lessor removes the Modular Unit/Equipment from the project site. Nothing stated herein shall be construed to limit Lessee's obligations, covenants, or liability under the lease.
- 27. Insurance Coverage and Amounts:** Lessee shall provide the following types and amounts of insurance, which shall be considered "primary" to any insurance coverage carried by Lessor. Coverage shall include theft and 100% replacement cost in like kind and quality and shall extend to demolition and debris removal as may be required. All proceeds recovered under such insurance due to the destruction or damage to the Modular Unit/Equipment shall be paid to and be the sole property of Lessor and/or Lessor's secured lender. The coverage shall include Commercial General Liability Policy against claims for bodily injury, death or property damage occurring in, on, or about the Modular Unit/Equipment, in the amounts of not less than One Million Dollars (\$1,000,000.00) for bodily injury to, or death of, one person, and One Million Dollars (\$1,000,000.00) for property damage in a single occurrence, with a general aggregate of Two Million Dollars (\$2,000,000.00).
- 28. Insurance Certificate:** Lessee shall provide to Lessor an Insurance Certificate evidencing the required insurance. Lessee is the sole insurer of the Modular Unit/Equipment. Certificates of Insurance to be provided by Lessee shall contain a provision that the Lessor and Lessor's secured lender, if requested, shall receive the maximum written notice available by the insurance carrier, under the circumstances, prior to any termination, cancellation, or alteration of the policy, but in no event shall such notice be less than thirty (30) days prior to any termination, cancellation or alteration of the terms of such certificate of insurance. Lessee shall provide Lessor, and Lessor's secured lender if requested, with a copy of each Certificate required by this lease.
- Failure to Provide Certificate of Insurance:**
If Lessee fails to provide a valid COI to Lessor within thirty (30) days of the Lease Commencement Date, Lessee agrees that Lessor shall have the right to assess and include on Lessee's invoice a monthly insurance administrative fee in the amount of \$0.29 per \$100.00 of the stated value of each Modular Unit and/or Equipment leased under this Agreement. This administrative fee shall remain in effect and continue to be charged monthly until such time as a valid COI is received by Lessor.
The foregoing provision does not relieve Lessee of its obligation to maintain proper insurance coverage and does not constitute acceptance by Lessor of any risk or liability for the Modular Unit(s) or Equipment.
- 29. Tangible Personal Property:** The Lessor and Lessee agree that Modular Unit is Tangible Personal Property and not Real Property or a Vehicle. The Lessee is solely responsible for all cost and/or taxes associated with the Modular Unit being considered anything other than tangible personal property.
- 30. Title to Equipment; Security Interest:** Title to the Modular Unit/Equipment shall always remain vested with the Lessor. The Lessor and Lessee acknowledge that under no circumstance shall the Lessee be considered to hold any ownership interest in the Modular Unit/Equipment. During the term of this lease, title to the Modular Unit/Equipment and any and all additions, repairs, replacements or modifications thereof, will rest with the Lessor, subject to the rights of Lessee under this lease. In the Event of Default, Lessee will peaceably surrender possession of the Modular Unit/Equipment to Lessor. Lessor shall have a right to retain a security interest, under the Uniform Commercial Code, in the Modular Unit/Equipment, the proceeds thereof, and any and all repairs, replacements, substitutions and modifications thereto. If requested by Lessor, Lessee agrees to execute such additional documents, including financing statements, affidavits, notices and similar instruments, that are satisfactory to Lessor to perfect its interest in the Modular Unit/Equipment. All right, title and interest of the Lessor may have been pledged to and is subject to the security interest of a Bank, as agent, pursuant to certain revolving credit and security agreement(s). The Lessor shall have the right to transfer its rights, title or interest hereunder to any party in accordance with the provisions of the relevant loan documents. All transfers may be done by the Lessor without notice to the Lessee.
- 31. Dismantle and Return Transportation Quote:** If a Dismantle and Return Transportation cost quote is mentioned in the lease, that upfront quote is an "estimate" only. Unless provided otherwise in the lease, actual dismantle and return transportation changes are to be specified at the time of dismantle and return. Lessee is solely responsible for all cost of dismantle and return transportation and site restoration including, but not limited to, the removal of footings, foundations, decks, ramps, and all utilities. The Modular Unit/Equipment shall be returned to the Lessor in the same condition, without modifications, as the Lessee received the Modular Unit/Equipment. Upon the return of the Modular Unit/Equipment, the Lessor will conduct an inspection and notify the Lessee of any damages and repairs that are the Lessee's responsibility. Lessee must make legitimate written objections, within ten (10) days of such notice. Failure to make such an objection shall be evidence of Lessee's consent to the repairs and Lessee's acknowledgment of Lessee's sole responsibility for the cost. Lessee's sole obligation for dismantle and return cost shall survive termination of this lease. Dismantle and Return Transportation cost will be determined at Lessor's "prevailing rate" at the time of the return. Lessee is solely responsible for assuring Lessor, or its agents have clear ingress and egress to the project site, notwithstanding the equipment required to dismantle and remove the Modular Unit/Equipment. Lessee must provide a firm travel route to the project site that is easily accessible by road tractor and trailer. Any obstructions that restrict accessibility should be removed prior to Lessor's or its agent's arrival at the project site. Lessee is liable for all costs including, but not limited to, delay cost due to an inability to access the project site immediately upon arrival. Dismantle and Return Transportation dates and time are subject to weather and holiday restrictions.
- 32. Location and Inspection:** Lessee shall only maintain and occupy the Modular Unit/Equipment at the location set forth in the lease and shall not relocate such Modular Unit/Equipment from its initial location, without Lessor's express prior written consent. Lessor will be entitled to enter upon the Modular Unit/Equipment location during normal business hours to inspect the Modular Unit/Equipment or observe its use and operation. Barring an emergency, Lessor shall give the Lessee forty-eight (48) hours advance notice and shall not enter the Modular Unit/Equipment, unless in the presence of an employee or agent of the Lessee. Lessee's failure to comply with the terms of this section shall be a material breach of this lease.
- 33. Liens, Taxes, and Utilities:** The Lessee shall keep the Modular Unit/Equipment free and clear of all liens and encumbrances, except those created under this lease. In addition to the lease payment, and other sums owed Lessor under the lease, Lessee shall be solely responsible for the payment of all federal, state, municipal, county, and/or city sales, use, personal property, and all other taxes including, but not limited to, those taxes levied against (i) the price or value of the Modular Unit/Equipment, (ii) its use or operation, (iii) the rentals being paid or, (iv) which results from or arises out of the parties having entered into the lease. The Lessor is responsible for its own Income Taxes and Wage Taxes. Lessee shall be solely responsible for paying all charges and expenses associated with the installation, connection and use of utilities and the eventual disconnection of same. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but not the obligation, to pay said charges and taxes and then be reimbursed in full by the Lessee. If any lien or levy is placed on or against the Modular Unit/Equipment or is otherwise encumbered during the lease term or while in the possession of the Lessee, the Lessee agrees to satisfy, remove, or discharge such lien, levy or encumbrance at the Lessee's sole expense by bond, payment or otherwise, within seven (7) days of the date of such lien, levy or encumbrance. If the Lessee fails to do so, the Lessor shall have the right, in addition to all other rights and remedies provided herein or by law, to satisfy, remove or discharge such

lien, levy or encumbrance by whatever means or method the Lessor deems appropriate; and the Lessee agrees to reimburse the Lessor for all expenses related to such action, including attorneys' fees and cost.

34. **Notices:** All notices to be given under this lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth in this lease or at such other address as the party may provide in writing from time to time. The parties intend and agree that a copy, photocopy, electronic scan or facsimile of this document or of any schedules, related agreements hereunder with their signature thereon shall be treated as an original and shall be binding as an original-signature document for all purposes.
35. **Risk of Loss; Damage; Destruction:** Unless caused expressly by the Lessor during the lease term, the Lessee assumes all risk of loss and/or damage to the Modular Unit/Equipment from any cause whatsoever. During such repairs, the Lessee shall continue to pay the monthly lease payments.
36. **Force Majeure:** The Lessor shall not be responsible for delays caused by events which are beyond Lessor's control including, but not limited to, Acts of God, strikes, material shortages, manufacturer delays, weather, and acts of terrorism certified by government. In the event of such delays, an extension of time for completion shall be awarded to the Lessor which, in the sole opinion of the Lessor, equitably compensates Lessor for such delays.
37. **Event of Default:** The term "Event of Default," as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any lease payment (or any other payment) as it becomes due in accordance with the terms of the lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within ten (10) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; (v) an attachment, levy or execution is threatened or levied upon or against the Modular Unit/Equipment; (vi) upon the death or insolvency of any guarantor hereof or any other default under a guaranty agreement of this lease between the guarantor and Lessor.
38. **Remedies:** Unless stated to the contrary in the lease, upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all unpaid lease payments and other charges immediately due and payable and to recover the balance of the lease payments and other charges reserved hereunder, with Lessor retaining title to the Modular Unit/Equipment; (ii) by written notice to the Lessee, request Lessee to, and Lessee agrees that it will at Lessee's expense, promptly return the Modular Unit/Equipment to Lessor or Lessor, at its option, may enter upon the premises where the Modular Unit/Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Modular Unit/Equipment or sublease it for the account of the Lessee, holding Lessee liable for the balance of lease payments and other charges reserved hereunder for the balance of the lease term, or residual value of the Modular Unit/Equipment exceeds the net amount received by Lessor from such sale or lease; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws that govern this lease and proceed by appropriate court action to enforce the terms of the lease or to recover damages for the breach of this lease or to rescind this lease as to any or all of the Modular Unit/Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor. The Lessor shall have the right to pursue any and all remedies provided herein or provided by law, in equity or otherwise. In addition, upon the event of Default, the Lessee hereby authorizes the Lessor's attorney to appear for the Lessor in any court of record and confess judgment, without prior hearing against the Lessee, in favor of the Lessor, and in the amount of the unpaid balance of all amounts due, all interest incurred and unpaid and all other amounts owed by the Lessee to the Lessor under the terms of the lease. The Lessor shall also have a right to receive attorney fees and costs.
39. **Indemnity:** Lessee shall indemnify and hold harmless Lessor, Lessor's agent, and their employees, officers, directors, shareholders, agents, and other contractors (collectively, "Lessor Indemnitees") from and against any and all claims, actions, liabilities, damages, losses, costs, and expenses, including attorney's fees and expert witness fees (collectively "Claims") to the extent caused by the negligent acts or omissions of Lessee, Lessee's subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Likewise, Lessor shall indemnify and hold harmless Lessee and its employees, officers, directors, shareholders, agents, and subcontractors (collectively, "Lessee Indemnitees") from and against any and all claims, to the extent caused by Lessor's negligent acts or omissions.
40. **Signage:** Lessor may place and maintain upon each side of the Modular Unit/Equipment a sign indicating that Lessor is the owner of the Modular Unit/Equipment. The Lessee shall not remove, obscure, interfere with, deface, or otherwise allow the sign to be altered or damaged in any way.
41. **Section Headings:** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this lease.
42. **Governing Law:** This lease shall be construed in accordance with and governed by the laws of the State of Maryland without giving effect to any choice of law rules thereof, which may direct the application of the laws of another jurisdiction. The Lessee hereby submits to the venue of a competent court of jurisdiction in Maryland. The Lessee waives the right to trial by jury.
43. **Fuel Surcharge:** The Lessee will be responsible for any fuel surcharges that occur during the transportation of the Modular Unit/Equipment to or from the site.
44. **Damages:** Under no circumstances shall Lessor be responsible for consequential, incidental, or business interruption damages incurred by Lessee or by any third party relating in any manner to this lease. Lessee indemnifies the Lessor against all claims or actions, including attorney fees and cost, relating to or derived from any damages indemnified herein.
45. **Pandemic/Epidemic :** Notwithstanding anything to the contrary in this lease, and in addition to the rights under the force majeure clause, Lessor and any of its affiliates shall not be in default of any of its obligations hereunder and shall not have any liability or be responsible for any claims or damages whatsoever incurred by the Lessee as a result of the non-performance or any delays in the performance of its service resulting from the unavailability of materials, assets, resources, personnel, labor and support services caused by, directly or indirectly, COVID-19 or any pandemic or epidemic.
46. **Furniture, Chairs and Accessories:** Such items under the lease, if any, are referenced herein.
47. **Entire Agreement; Waiver:** This lease and other attachments hereto constitute the entire agreement between the parties with respect to the leasing of the Modular Unit/Equipment. Any provision of this lease found to be prohibited by law shall be ineffective to the extent of such prohibition, without invalidating the remainder of the lease. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof. If there is a conflict between the terms, conditions or provisions of this lease and the terms, conditions or provisions of any other documents or instruments, then the terms, conditions or provisions of this lease shall prevail.