

WILLIAMS

A Division of The Scotsman Group, Inc.

SCOTSMAN

Mobile Offices And More.

P.O. BOX 986 • BALTIMORE, MD 21203-0986

LESSEE:

NASSAU COUNTY BOARD OF COMMISSIONERS

P O BOX 1010
FERNANDINA BEACH FL 32035

TELEPHONE: 904-321-5782

CUSTOMER NUMBER: 662879

LEASE AGREEMENT

RECEIVED
JAN 10 1997
JAN

DELIVERY ADDRESS:

NASSAU COUNTY ERD OF COMM.
3163 BAILEY ROAD
FERNANDINA BEACH FL 32035

TELEPHONE:

EQUIPMENT SPECIFICATIONS

MODEL	SERIAL NUMBER	DELIVERY DATE	VALUE	MINIMUM LEASE TERM	RATE PER MONTH
50 X 12	DS-03357	11/06/96	19,520.00	24 MONTHS	259.00

This agreement is made as of

11/06/96

by the Scotsman Group, Inc., a Maryland corporation trading as one of

the above entities (hereinafter referred to as Lessor) and the Lessee named above.

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease and rent from Lessor the trailer(s) and/or relocatable, modular and/or pre-fabricated structure(s) described below together with stairs, railings, furniture and other items attached or appurtenant thereto (hereinafter referred to collectively as the "Equipment").

NOTICE: LESSEE IS RESPONSIBLE FOR DAMAGE TO THE EQUIPMENT IN ACCORDANCE WITH ARTICLE 11 OF THE LEASE TERMS AND CONDITIONS ON REVERSE SIDE

- LIABILITY WAIVER: LESSEE ACCEPTS DECLINES to pay an additional \$25 per day per trailer in consideration for the agreement on the part of the Lessor contained in Paragraph 13(a) of the Terms and Conditions (reverse side).
- PHYSICAL DAMAGE WAIVER: LESSEE ACCEPTS DECLINES to pay additional \$2.75 per \$1,000 value of equipment each month in consideration for the agreement on the part of the Lessor contained in Paragraph 13(b) of the Terms and Conditions (reverse side).

FAILURE TO PROVIDE A VALID INSURANCE CERTIFICATE WITHIN 30 DAYS OF DELIVERY WILL CONSTITUTE AN AUTOMATIC ACCEPTANCE AS CONTAINED IN 12 (c).

BILLING INFORMATION

RENTAL	259.00
INITIAL PAYMENT	259.00
TOTAL PAYMENT	518.00

DELIVERY CHARGE TO BE BILLED AT LEASE TERMINATION:
 ROADSIDE LABOR (LESSOR) RETURN FREIGHT \$0.00
 AFTER INITIAL PAYMENT HAS BEEN MADE, A MONTHLY RENTAL OF \$259.00
 ALL APPLICABLE TAXES AND FEES PAYABLE MONTHLY ON DAY 5

SUBJECT TO THE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF

ACCEPTED LESSOR: The Scotsman Group, Inc.

LESSEE: NASSAU COUNTY BOARD OF COMMISSIONERS

By *[Signature]*
 TITLE: Chairman, Board of Commissioners
 Nassau County

By *Melanie E. Champniss*
 TITLE: Contracts Administrator



A Division of The Scotsman Group, Inc.

Mobile Offices And More.

P.O. BOX 986 • BALTIMORE, MD 21203-0986

LESSEE:

NASSAU COUNTY BOARD OF COMMISSIONERS

P O BOX 1010
FERNANDINA BEACH FL 32035

TELEPHONE: 904-321-5782

CUSTOMER NUMBER: 662879

LEASE AGREEMENT

RECEIVED DEC 1 1 1996

DELIVERY ADDRESS:

NASSAU COUNTY BRD OF COMM.
3163 BAILEY ROAD
FERNANDINA BEACH FL 32035

TELEPHONE:

EQUIPMENT SPECIFICATIONS

MODEL	SERIAL NUMBER	DELIVERY DATE	VALUE	MINIMUM LEASE TERM	RATE PER MONTH
60 X 12	DS-03357	11/06/96	19,520.00	24 MONTHS	259.00

This agreement is made as of 11/06/96 by the Scotsman Group, Inc., a Maryland corporation trading as one of above entities (hereinafter referred to as Lessor) and the Lessee named above.

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease and rent from Lessor the trailer(s) and/or relocatable, modular and/or pre-fabricated structure(s) described below together with stairs, railings, furniture and other items attached or appurtenant thereto (hereinafter referred to collectively as the "Equipment").

NOTICE: LESSEE IS RESPONSIBLE FOR DAMAGE TO THE EQUIPMENT IN ACCORDANCE WITH ARTICLE 11 OF THE LEASE TERMS AND CONDITIONS ON REVERSE SIDE

- LIABILITY WAIVER: LESSEE ACCEPTS DECLINES to pay an additional \$.25 per day per trailer in consideration for the agreement on the part of the Lessor contained in Paragraph 13(a) of the Terms and Conditions (reverse side).
- PHYSICAL DAMAGE WAIVER: LESSEE ACCEPTS DECLINES to pay additional \$2.75 per \$1,000 value of equipment each month in consideration for the agreement on the part of the Lessor contained in Paragraph 13(b) of the Terms and Conditions (reverse side).

FAILURE TO PROVIDE A VALID INSURANCE CERTIFICATE WITHIN 30 DAYS OF DELIVERY WILL CONSTITUTE AN AUTOMATIC ACCEPTANCE AS CONTAINED IN 12 (c).

BILLING INFORMATION

RENT MOBILE OFFICE	259.00
DELIVERY FREIGHT	
SETUP LABOR	325.00
INITIAL PAYMENT AMOUNT	=====> \$ 584.00

THE FOLLOWING CHARGES TO BE BILLED AT LEASE TERMINATION:

KNOCKDOWN LABOR \$185.00, RETURN FREIGHT \$0.00
AFTER INITIAL PAYMENT HAS BEEN MADE, A MONTHLY RENTAL OF \$259.00
PLUS ALL APPLICABLE TAXES AND FEES PAYABLE MONTHLY ON DAY 6.

* SUBJECT TO THE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF *

ACCEPTED LESSOR: The Scotsman Group, Inc.

LESSEE: NASSAU COUNTY BOARD OF COMMISSIONERS

By:

By: _____

TITLE: _____

TITLE: _____

EQUIPMENT LEASE AGREEMENT TERMS AND CONDITIONS

1. TRUE LEASE. This Agreement constitutes a true lease and not a sale of the Equipment. Lessee has no ownership interest in the Equipment.

2. USE AND MAINTENANCE. The Lessee has the right to peaceably and quietly hold, use and enjoy the Equipment, subject to the terms and conditions of this Agreement. Lessee shall use the Equipment solely in the conduct of its business and in a careful and lawful manner. The Equipment is and shall remain personal property. Lessee agrees to continually maintain nameplates, decals or markings supplied by the Lessor. Lessee shall pay any and all fees, charges and expenses related to the use, possession, and operation of the Equipment while it is in the Lessee's possession. The Lessee is responsible for all maintenance of the Equipment in accordance with the Williams Scotsman Service Guide provided by Lessor with the delivery of the Equipment. Lessee shall comply with all laws related to the use, operation, possession and maintenance of the Equipment, including obtaining all permits related to the use and/or possession of the Equipment.

3. DELIVERY AND ACCEPTANCE. Upon delivery, Lessee agrees to inspect and accept the Equipment. The Equipment is deemed finally accepted at the time of delivery unless the Lessee notifies the Lessor of a defect or deficiency in writing within forty-eight (48) hours of delivery.

4. SITE SUITABILITY; INSPECTION. Lessee shall choose a firm, level site accessible by truck to locate the Equipment. If Lessee fails to provide such a site, then Lessee shall pay Lessor for any additional delivery and return charges required to set up or return the Equipment. Lessee shall not alter the manner of installation or location of the Equipment without the prior written consent of Lessor. Lessor shall have the right to enter the premises and inspect the Equipment during the term of this Agreement.

5. CONDITION OF EQUIPMENT. Lessee shall keep the Equipment in good repair and operating condition at all times during the term of this Agreement, ordinary wear and tear excepted. Lessee shall not make any changes or alterations to the Equipment without Lessor's prior written consent. Lessor makes no representations as to the Equipment's compliance with local or state building codes or zoning ordinances.

6. TERM OF LEASE AND EXTENSION. The term of this Agreement begins on the date of delivery of the Equipment, and ends on the later of the last day of the Minimum Lease Term or the Extension Period (as herein defined). At the end of the Minimum Lease term, this Agreement is extended on a month-to-month basis until the Equipment is returned to Lessor (the "Extension Period"). During the Extension Period, the Lessor has the right to, upon thirty (30) days notice to Lessee, increase the Rate Per Month by the percentage increase in the Consumer Price Index (CPI) and to increase any other fee or charge previously quoted in the Lease. After the end of the Minimum Lease Term, either party can terminate the Lease Term on thirty (30) days written notice to the other party.

7. RENT. Rent begins to accrue on the Delivery Date. Lessee shall pay Lessor monthly rent for the Equipment on the due date at the Rate Per Month stated on the face of this Lease Agreement during the Minimum Lease Term, and at the Rate Per Month established by Lessor during the Extension Period. This is a net lease. The Lessee's obligation (without prior notice or demand) to pay rent and all other amounts due hereunder shall be absolute and unconditional, and not subject to any abatement, set off, defense, recoupment or reduction for any reason whatsoever.

8. FEES, TAXES AND LATE CHARGES. Lessee shall pay or, if requested by Lessor, reimburse Lessor for, any and all sales, use, and personal property taxes, fees or assessments by any government or taxing authority related to the Equipment, its value, use, operation, or the rent paid hereunder (except for Lessor's income taxes). Lessee agrees to cooperate fully with Lessor in preparing a return, filing, reporting and/or paying all taxes, fees and/or assessments referred to above. Lessee agrees to make all payments due under this Agreement regardless of any existing or future offset or claim. Payments shall be effective upon receipt. If any payment is not paid on the due date, Lessee agrees to pay Lessor a charge of one and one half percent (1 1/2%) per month of the amount in arrears for the period such amount remains unpaid (or such lesser amount as may be permitted by law). Lessor may apply any payment received from Lessee at any time against any obligation due and owing by Lessee under this Agreement.

9. NO LIENS. Lessee agrees, at its sole cost and expense, to keep the Equipment free and clear of and from all claims, liens, encumbrances and attachments.

10. INDEMNITY. Lessee agrees to indemnify, defend, and keep harmless Lessor, its agents and employees, from and against any and all losses, claims, and expenses arising out of or related to: (a) any loss or damage to the Equipment and any part or component thereof; (b) the death of, injury to, or damage to the property of, any person or party related to or arising out of the use, possession or condition of the Equipment and any part or component thereof; and (c) the failure of the Lessee to maintain the Equipment as agreed to herein. Lessee shall give Lessor immediate notice of any claim or liability hereby indemnified against.

11. LOSS AND DAMAGE. LESSEE assumes the risk of all loss and damage to the Equipment from all causes. Upon the occurrence of the total loss of the Equipment, to such an extent as to make the repair thereof uneconomical or unfit for normal use (in the Lessor's sole discretion), then the Lessor shall declare the Equipment a Total Loss. In the event of a Total Loss, Lessee shall pay Lessor, on the next date for the payment of rent, the rent then due plus the Value

of the Equipment as set forth herein, plus any and all applicable sales tax (the "Total Loss Amount"). Upon receipt of the Total Loss Amount, the Lessee's lease obligation will terminate and Lessor will transfer title of the Equipment to the Lessee in the event of loss or damage to the Equipment which does not constitute a Total Loss. Lessee, at its sole cost and expense, shall pay for the repair of such damage in the manner directed by the Lessor to the extent required by this Agreement.

12. INSURANCE. Lessee's responsibility for the Equipment begins immediately upon delivery and Lessee, at its sole cost and expense, shall obtain and keep in force during the entire lease term liability and property insurance as follows:

A. COMMERCIAL LIABILITY INSURANCE. A policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, occupancy, maintenance or possession of the Equipment. Such insurance shall be in an amount not less than \$500,000 per occurrence and shall insure Lessee's performance of the indemnity provision of Section 10.

B. PROPERTY INSURANCE: A policy of insurance covering loss or damage to the Equipment, in an amount not to exceed one hundred percent (100%) of the Total Loss Amount (previously defined) of the Equipment, providing protection against all perils included within the classification and special extended perils ("all risk" insurance).

C. GENERAL: (1) The insurance for the Equipment shall be issued by insurance companies satisfactory to Lessor. Within ten (10) days after the date of this Agreement or the delivery of the Equipment, whichever first occurs, Lessee shall provide Lessor with Certificates of Insurance showing that the required coverages are in effect and naming Lessor as Additional Insured and Loss Payee. The Certificates of Insurance must provide Lessee with thirty (30) days prior written notice of any cancellation. Any proceeds of such insurance, whether paid by reason of loss, damages, return of premium or otherwise, shall be paid to Lessor and shall be applied to the replacement of the Equipment or payment of all obligations due under this Agreement, at the option of Lessor. Lessee at its own expense, shall comply with all requirements of the insurance underwriters or any governmental authority. Lessee shall pay a fee of \$2.75 per \$1,000 of Equipment value each month that Lessee fails to provide the required property insurance and the related Certificate of Insurance. Lessee shall pay a fee of twenty-five cents (\$.25) per unit per month that Lessee fails to provide the required liability insurance and the related Certificate of Insurance. Payment of such fees shall not provide Lessee with any insurance coverage, nor excuse Lessee from performing its obligations under Sections 10 and 11, herein.

13. INSURANCE WAIVER

A. If Lessee has accepted the clause headed "Liability Waiver" on the reverse side of this Agreement and pays the additional specified fees, then Lessee shall not be obligated to obtain the liability coverage described in Section 12.A., and Lessor agrees to release Lessee from its obligation to indemnify, defend, and hold Lessor harmless against liabilities that would be covered by insurance up to the amount of \$500,000 per occurrence. Lessee shall remain obligated against such liabilities in excess of \$500,000 per occurrence.

B. If Lessee has accepted the clause headed "Physical Damage Waiver" on the reverse side of this Agreement and pays the additional specified fee, then Lessee shall not be obligated to obtain the property insurance described in Section 12.B., and Lessor agrees to relieve Lessee of its liability for loss or damage to the Equipment for amounts in excess of \$1,000 per unit per occurrence. This waiver does not apply to collision damage.

C. The waivers contained hereunder may be canceled by either party upon ten (10) days prior written notice, if either or both waivers are canceled. Lessee shall provide to Lessor a policy or policies of insurance as required in Section 12., together with the required Certificates of Insurance prior to the effective date of such cancellation.

D. The waivers set forth in this Section shall not be binding upon the Lessor unless the applicable loss, damage, injury or claim is reported to Lessor, in writing, within 72 hours of the occurrence of such event. Lessee shall cooperate fully with Lessor pertaining to such event. **NOTHING CONTAINED HEREIN SHALL CONSTITUTE A CONTRACT FOR INSURANCE OR OTHERWISE PROTECT LESSEE FROM LIABILITY TO THIRD PARTIES.**

14. DEFAULTS AND REMEDIES

A. Lessee shall be deemed to be in default hereunder upon the occurrence of any of the following events ("Events of Default"): (1) Lessee shall fail to make any payment of rent or any other payment due hereunder within ten (10) days after its due date; (2) Lessee shall fail to perform or observe any other term, covenant, or condition of this Agreement; or (3) Lessee shall have abandoned the Equipment.

B. Upon the occurrence of an Event of Default, Lessor, at its sole option, may declare this Agreement to be in Default, and thereafter may exercise any one or more of the following remedies: (1) declare the rent for the Minimum Lease Term and all other unpaid rent, fees, taxes, and charges immediately due and payable; (2) repossess, retake and/or retain the Equipment, free of all rights and claims of Lessee without notice, legal process or judicial intervention, and without releasing Lessee of any term, covenant or condition provided herein; (3) sell or otherwise dispose of the Equipment, whether or not in the Lessor's possession, in a commercially reasonable manner at public or private sale, with the right of the Lessor to apply the net

proceeds of such disposition, after deducting all costs (including transportation, cleaning, storage, repair, refurbishing, advertising and broker fees) to the obligations of the Lessee, with the Lessee remaining liable for any deficiency; (4) cancel this Agreement; and/or (5) exercise any other right or remedy at law or in equity. Lessor'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 Agreement. Lessee shall pay all Lessor'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. In the event Lessor shall repossess or retake the Equipment and there shall be in or attached to such Equipment any property owned by, or in the custody or control of Lessee, then Lessor is hereby authorized to take possession of such property for a period of ten (10) days. Thereafter, any such property not claimed and taken by Lessee will be deemed abandoned, and Lessor shall have the right to dispose of any such items.

15. RETURN OF EQUIPMENT; TERMINATION OF LEASE. At the end of the lease term, Lessee shall cause the Equipment to be returned to Lessor at any location designated by Lessor. Lessor in its sole discretion shall determine the manner by which the Equipment will be returned to it, and Lessee will provide Lessor with at least five (5) working days advance notice of its return. The Equipment shall be "broom clean" and in the same condition as delivered to Lessee, ordinary wear and tear excepted. Termination will become effective only when the Equipment has been returned to the Lessor as herein provided and Lessee has paid Lessor all unpaid rental and other charges applicable to the Equipment. Lessee agrees that prior to the return of the Equipment to Lessor or upon notice of its repossession, Lessee shall immediately disconnect all utilities connected to the Equipment, remove all of Lessee's personal property from the Equipment, and vacate the Equipment so that the Equipment can be returned to Lessor. Lessee hereby consents to entry by the Lessor or its agents upon the premises where the Equipment may be located for the purposes of returning or repossessing the Equipment. Whenever Lessor or its agents picks up or repossesses the Equipment, Lessee shall remove any barriers or restrictions to make the Equipment readily accessible for removal by truck. Lessor shall not be liable for keeping or storing any personal property of Lessee left in or on the Equipment, such property will be deemed abandoned by Lessee. Any accessories and additions to the returned Equipment shall be deemed to be part of the Equipment and the property of Lessor. Lessee shall reimburse Lessor for any and all costs incurred related to the return of the Equipment and in repairing, cleaning or otherwise restoring the Equipment to its condition when delivered, ordinary wear and tear excepted. Lessee shall indemnify, defend, and hold Lessor harmless from any and all claims of the Lessee or third parties arising from any return, retaking or repossession of the Equipment.

16. LIMITED WARRANTY. Lessor warrants throughout the term of this Agreement that it will repair structural or mechanical defects in the Equipment (excluding HVAC filters fuses and light bulbs). Lessor assumes no liability whatsoever for any incidental or consequential damages, costs or expenses related to any defect, condition or repair of the Equipment. **EXCEPT AS SPECIFICALLY PROVIDED HEREIN, LESSOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE EQUIPMENT INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.**

17. ASSIGNMENT. LESSEE SHALL NOT ASSIGN THIS AGREEMENT OR SUBLET THE EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR. This Agreement shall be binding upon any permitted assignee or successor of Lessee. Lessor may assign any of its rights hereunder without notice to Lessee.

18. MISCELLANEOUS

A. Time is of the essence with respect to the performance of this Agreement.

B. This Agreement, when signed by both parties, constitutes the entire agreement between the parties, superseding and replacing all prior documents and representations, with respect to the subject matter hereof. It shall not be amended or altered in any manner, except by a document in writing signed by both parties.

C. If any provision of this Agreement is deemed unenforceable for any reason, then such provision shall be deemed stricken and shall not affect the enforceability of any of its other provisions.

D. The obligations of Lessee under Sections 7. RENT, 8. FEES, TAXES AND LATE CHARGES, 9. NO LIENS., 10. INDEMNITY, and 11. LOSS AND DAMAGE, which accrue during the term of this Agreement, shall survive the termination of this Agreement.

E. If Lessee fails to perform any of its obligations hereunder, Lessor shall have the right to effect such performance; the amount of any out-of-pocket and other reasonable expenses of Lessor incurred in connection with such performance shall be payable by Lessee upon demand.

F. Lessee irrevocably appoints Lessor as Lessee's attorney-in-fact to execute any U.C.C. financing statements, documents, and checks and drafts related to the payment of any loss, damage or defense under policies of insurance required by this Agreement.

G. **THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY THE LAWS OF THE STATE OF MARYLAND, REGARDLESS OF THE LOCATION OF THE EQUIPMENT.** The Lessee hereby consents and submits to the jurisdiction of the courts of Baltimore County, Maryland for purposes of enforcement of this

**ADDENDUM TO LEASE AGREEMENT BETWEEN
THE SCOTSMAN GROUP, INC. "LESSOR" AND
NASSAU COUNTY BOARD OF COMMISSIONERS "LESSEE"
SERIAL NO. DS-03357**

PARAGRAPH 15, RETURN OF THE EQUIPMENT; TERMINATION OF LEASE;
Replace the first sentence of the paragraph with the following, "At the end of the lease term,
Lessee shall cause the Equipment to be returned to Lessor and Lessor shall arrange for the return
of the Equipment."

PARAGRAPH 18, MISCELLANEOUS, Subparagraph G; Change the state of "Maryland" to
the state of "Florida". Delete last sentence in its entirety.



A Division of The Scotsman Group, Inc.

LEASE AGREEMENT

Mobile Offices And More.

P.O. BOX 986 • BALTIMORE, MD 21203-0986

LESSEE:

DELIVERY ADDRESS:

□ NASSAU COUNTY BOARD OF COMMISSIDNERS

P O BOX 1010
FERNANDINA BEACH FL 32035

NASSAU COUNTY BRD OF COMM.
3163 BAILEY ROAD
FERNANDINA BEACH FL 32035

TELEPHONE: 904-321-5782

TELEPHONE:

CUSTOMER NUMBER: 662879

60 X 12	DS-03357	11/06/96	19,520.00	24 MONTHS	259.00
---------	----------	----------	-----------	-----------	--------

This agreement is made as of 11/06/96 by the Scotsman Group, Inc., a Maryland corporation trading as one of the above entities (hereinafter referred to as Lessor) and the Lessee named above.

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease and rent from Lessor the trailer(s) and/or relocatable, modular and/or pre-fabricated structure(s) described below together with stairs, railings, furniture and other items attached or appurtenant thereto (hereinafter referred to collectively as the "Equipment").

NOTICE: LESSEE IS RESPONSIBLE FOR DAMAGE TO THE EQUIPMENT IN ACCORDANCE WITH ARTICLE 11 OF THE LEASE TERMS AND CONDITIONS ON REVERSE SIDE.

- LIABILITY WAIVER: LESSEE ACCEPTS DECLINES to pay an additional \$.25 per day per trailer in consideration for the agreement on the part of the Lessor contained in Paragraph 13(a) of the Terms and Conditions (reverse side).
- PHYSICAL DAMAGE WAIVER: LESSEE ACCEPTS DECLINES to pay additional \$2.75 per \$1,000 value of equipment each month in consideration for the agreement on the part of the Lessor contained in Paragraph 13(b) of the Terms and Conditions (reverse side).

FAILURE TO PROVIDE A VALID INSURANCE CERTIFICATE WITHIN 30 DAYS OF DELIVERY WILL CONSTITUTE AN AUTOMATIC ACCEPTANCE AS CONTAINED IN 12 (c).

THE FOLLOWING CHARGES TO BE BILLED AT LEASE TERMINATION:

WRECKDOWN CASER \$150.00, RETURN FREIGHT \$0.00

AFTER INITIAL PAYMENT HAS BEEN MADE, A MONTHLY RENTAL OF \$259.00

PLUS ALL APPLICABLE TAXES AND FEES PAYABLE MONTHLY ON DAY 6.

* SUBJECT TO THE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF *

LESSEE: NASSAU COUNTY BOARD OF COMMISSIDNERS

ACCEPTED LESSOR: The Scotsman Group, Inc.

By: _____

By: _____

TITLE: _____

TITLE: _____

**ADDENDUM TO LEASE AGREEMENT BETWEEN
THE SCOTSMAN GROUP, INC. "LESSOR" AND
NASSAU COUNTY BOARD OF COMMISSIONERS "LESSEE"
SERIAL NO. DS-03357**

PARAGRAPH 15, RETURN OF THE EQUIPMENT; TERMINATION OF LEASE;

Replace the first sentence of the paragraph with the following, "At the end of the lease term, Lessee shall cause the Equipment to be returned to Lessor and Lessor shall arrange for the return of the Equipment."

PARAGRAPH 18, MISCELLANEOUS, Subparagraph G; Change the state of "Maryland" to the state of "Florida". Delete last sentence in its entirety.



RECEIVED OCT 24 1996 *my*

A Division of The Scotsman Group, Inc.

LEASE AGREEMENT

RECEIVED JAN 10 1997 *y*

Mobile Offices And More.

P.O. BOX 986 • BALTIMORE, MD 21203-0986

LESSEE:

NASSAU COUNTY BOARD OF COMMISSIONERS

DELIVERY ADDRESS:

P O BOX 1010
FERNANDINA BEACH, FL 32035

NASSAU COUNTY BRD OF COMM.
3163 BAILEY ROAD
FERNANDINA BEACH, FL 32035

TELEPHONE: 904-321-5782

TELEPHONE:

CUSTOMER NUMBER: 662379 PURCHASE ORDER NUMBER: SIGNED QUOTE

EQUIPMENT SPECIFICATIONS

MODEL	SERIAL NUMBER	DELIVERY DATE	VALUE	MINIMUM LEASE TERM	RATE PER MONTH
60 X 12	ADT 28122 DS03357 <i>(BN)</i>	11/6/96	19,520.00	24 MONTHS	259.00

NO PENALTY FOR EARLY RELEASE.

This agreement is made as of 10/24/96 by the Scotsman Group, Inc., a Maryland corporation trading as one of

the above entities (hereinafter referred to as Lessor) and the Lessee named above.

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease and rent from Lessor the trailer(s) and/or relocatable, modular and/or pre-fabricated structure(s) described below together with stairs, railings, furniture and other items attached or appurtenant thereto (hereinafter referred to collectively as the "Equipment").

NOTICE: LESSEE IS RESPONSIBLE FOR DAMAGE TO THE EQUIPMENT IN ACCORDANCE WITH ARTICLE 11 OF THE LEASE TERMS AND CONDITIONS ON REVERSE SIDE

- LIABILITY WAIVER: LESSEE ACCEPTS DECLINES to pay an additional \$.25 per day per trailer in consideration for the agreement on the part of the Lessor contained in Paragraph 13(a) of the Terms and Conditions (reverse side).
- PHYSICAL DAMAGE WAIVER: LESSEE ACCEPTS DECLINES to pay an additional \$2.75 per \$1,000 value of equipment each month in consideration for the agreement on the part of the Lessor contained in Paragraph 13(b) of the Terms and Conditions (reverse side).

FAILURE TO PROVIDE A VALID INSURANCE CERTIFICATE WITHIN 30 DAYS OF DELIVERY WILL CONSTITUTE AN AUTOMATIC ACCEPTANCE AS CONTAINED IN 12 (c).

BILLING INFORMATION

RENT MOBILE OFFICE
DELIVERY FREIGHT
SETUP LABOR
6% FL SALES TAX

Approved 10-28-96

259.00
325.00
35.04 <i>EXEMPT</i>

619.04
584.00 <i>(BN)</i>

INITIAL PAYMENT AMOUNT =====> \$

THE FOLLOWING CHARGES TO BE BILLED AT LEASE TERMINATION:

KNOCKDOWN LABOR \$185.00, RETURN FREIGHT \$0.00
AFTER INITIAL PAYMENT HAS BEEN MADE, A MONTHLY RENTAL OF \$259.00
PLUS ALL APPLICABLE TAXES AND FEES PAYABLE MONTHLY ON DAY **.

*** WILL BE DETERMINED AT TIME OF DELIVERY

ALL RIGHT, TITLE AND INTEREST OF THE LESSOR HEREIN HAS BEEN
 RELEASED TO AND VESTED IN THE LESSEE
 OF THE RELEVANT LEASE DOCUMENTS.
 ACCEPTED LESSOR: The Scotsman Group, Inc.

LESSEE: NASSAU COUNTY BOARD OF COMMISSIONERS

By: *J. S. ...*

By: _____

TITLE: Chairman Board of Commissioners

TITLE: _____



A Division of The Scotsman Group, Inc.

LEASE AGREEMENT

RECEIVED JUL 1 1997

Mobile Offices And More.

P.O. BOX 986 • BALTIMORE, MD 21203-0986

LESSEE:

DELIVERY ADDRESS:

NASSAU COUNTY BOARD OF COMMISSIONERS

ENVIRONMENTAL HEALTH OFFICE
PO BOX 1010
FERNANDINA BEACH FL 32035

1015 SOUTH 14TH STREET
FERNANDINA BEACH FL 32035

TELEPHONE: 904-321-5700

TELEPHONE:

CUSTOMER NUMBER: 662879

EQUIPMENT SPECIFICATIONS

SIZE	SERIAL NUMBER	DELIVERY DATE	NET VALUE	MINIMUM LEASE TERM	RATE PER MONTH
60 X 12	DS-05112	06/09/97	19,989.00	12 MONTHS	259.00

This agreement is made as of 06/09/97 by The Scotsman Group, Inc., a Maryland corporation trading as one of the above entities (hereinafter referred to as Lessor) and the Lessee named above.

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease and rent from Lessor the trailer(s) and/or relocatable, modular and/or pre-fabricated structure(s) described above together with stairs, railings, furniture and other items attached or appurtenant thereto (hereinafter referred to collectively as the "Equipment").

NOTICE: LESSEE IS RESPONSIBLE FOR DAMAGE TO THE EQUIPMENT IN ACCORDANCE WITH ARTICLE 11 OF THE LEASE TERMS AND CONDITIONS ON REVERSE SIDE

- LIABILITY WAIVER: LESSEE ACCEPTS DECLINES to pay an additional \$.25 per day per trailer in consideration for the agreement on the part of the Lessor contained in Paragraph 13(a) of the Terms and Conditions (reverse side).
- PHYSICAL DAMAGE WAIVER: LESSEE ACCEPTS DECLINES to pay additional \$2.75 per \$1,000 value of equipment each month in consideration for the agreement on the part of the Lessor contained in Paragraph 13(b) of the Terms and Conditions (reverse side).

BILLING INFORMATION

MONTHLY RENTAL	259.00
DELIVERY FREIGHT	185.00
DELIVERY LEVEL	325.00
INITIAL PAYMENT AMOUNT	769.00

THE FOLLOWING CHARGES TO BE BILLED AT LEASE TERMINATION:
RETURN FREIGHT: \$185.00
AFTER INITIAL PAYMENT HAS BEEN MADE, A MONTHLY RENTAL OF \$259.00 PLUS ALL APPLICABLE TAXES AND FEES PAYABLE MONTHLY ON DAY 9.

* SUBJECT TO THE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF *

PK # 000084

ACCEPTED LESSOR: The Scotsman Group, Inc.

LESSEE: NASSAU COUNTY BOARD OF COMMISSIONERS

Melanie E. Champniss

By: [Signature]
TITLE: Chairman

By: [Signature]
TITLE: Melanie E. Champniss, Contracts Administrator

**ADDENDUM TO LEASE AGREEMENT BETWEEN
THE SCOTSMAN GROUP, INC. "LESSOR" AND
NASSAU COUNTY BOARD OF COMMISSIONERS "LESSEE"
SERIAL NO. DS-05112**

PARAGRAPH 15, RETURN OF THE EQUIPMENT; TERMINATION OF LEASE;

Replace the first sentence of the paragraph with the following, "At the end of the lease term, Lessee shall cause the Equipment to be returned to Lessor and Lessor shall arrange for the return of the Equipment."

PARAGRAPH 18, MISCELLANEOUS, Subparagraph G; Change the state of "Maryland" to the state of "Florida". Delete last sentence in its entirety.



Mobile Offices And More.

RECEIVED JUN 19 1997

WILLIAMS SCOTSMAN, INC.
8211 Town Center Drive
Baltimore, Maryland 21236-5997
410-931-6000 • 800-638-6963
FAX 410-931-6065
Sales Offices: 800-782-1500

June 13, 1997

NASSAU COUNTY BOARD OF COMMISSIONERS
ENVIRONMENTAL HEALTH OFFICE
PO BOX 1010
FERNANDINA BEACH FL 32035

RE: Unit No(s). DS-05112

Dear Sir/Madam:

On behalf of William Darfler, your Sales Representative, we would like to thank you for your recent order.

In order to complete your lease transaction, the following must be executed and returned to the address above:

- Lease Agreement
Insurance Requirements

Your initial invoice has been sent separately from our Accounting Department.

Please review each enclosure so that the entire agreement, as discussed, may be put into effect as soon as possible.

If we can be of any assistance regarding this transaction or if you have additional questions, please call your Sales Representative at 904-378-0500 or me at the number listed above.

Sincerely,

Handwritten signature of Donna Finnerty
Donna Finnerty
Administrator

DEF/cpu
Account Number: 662879
Enclosures
PK # 000084 I

6/24/97
Originals returned to vendor for restoration

IMPORTANT INSTRUCTIONS

This Lease Agreement reflects the arrangement discussed with your Sales Representative. When it is signed by you and by our company, it gives you important rights. The rental rate quoted cannot be guaranteed until both parties have signed and accepted this agreement.

PLEASE HAVE AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY SIGN THE AGREEMENT (BOTTOM LEFT CORNER) AND TYPE OR PRINT HIS/HER TITLE.

Return all three (3) copies of the agreement to the address indicated below. Once the agreement is accepted, it will be acknowledged by our Contracts Administrator and a copy will be returned to you.

To assure your rights, please sign and return the agreement to us as quickly as possible. Thank you for your attention in this matter.

**WILLIAMS SCOTSMAN, INC
P O BOX 986
BALTIMORE, MD 21203**



P.O. BOX 986 • BALTIMORE, MD 21203

LESSEE'S INSURANCE FORM

IT IS IMPORTANT FOR YOU TO INSURE THIS UNIT BECAUSE YOU ARE RESPONSIBLE FOR LOSSES FROM THE TIME THE UNIT IS DELIVERED TO YOU UNTIL IT IS RETURNED TO WILLIAMS SCOTSMAN, INC.

SERIAL NUMBER	MODEL	VALUE	LOCATION	ACCOUNT NO.
DS-05112	60 X 12	19,989.00	FERNANDINA BEACH FL	662879

PLEASE SEE THE APPROPRIATE MARKED AREAS:

XXXX A certificate of insurance must be sent to us indicating the following. (Please include serial and/or account # on certificate)*:

- A. COMMERCIAL GENERAL LIABILITY: Minimum limits of \$500,000 each occurrence.

WILLIAMS SCOTSMAN, INC. MUST BE NAMED AS ADDITIONAL INSURED.

- B. PROPERTY COVERAGE: In the amount equal to 100% of the Value of the Equipment, for property loss of the equipment arising from any circumstance (fire, theft, vandalism, malicious mischief, etc.).

WILLIAMS SCOTSMAN, INC. MUST BE NAMED AS LOSS PAYEE.

 BLANKET COVERAGE: The equipment listed above is FOR YOUR INFORMATION ONLY. We have your blanket certificate on file.

 LIABILITY WAIVER: A Limited Liability Waiver is in place for the equipment listed above. You are responsible for damage to the unit & must provide a certificate as outlined in "B" above, unless you have accepted the Physical Damage Waiver as noted below.

 PHYSICAL DAMAGE WAIVER: A Limited Physical Damage Waiver is in place for the equipment listed above. Deductible of \$1,000 per unit per occurrence applies. You are still responsible for all liabilities arising from use of the equipment. Please provide a Certificate of Insurance as outlined in "A" above unless you have accepted the Liability Waiver as noted above.

 OTHER:

PK # 000084

* FOR YOUR USE, SEE THE REVERSE SIDE FOR A SAMPLE CERTIFICATE OF INSURANCE. PLEASE FORWARD THIS INFORMATION TO YOUR INSURANCE AGENT FOR PROCESSING.