

**Addendum "B"**  
**Terms and Conditions:**

1. The Trailer remains the property of the Lessor and failure to return it on the agreed date or as provided herein may constitute larceny by bailee subjecting the Lessee to the penalties thereof.
2. Lessee shall use the Trailer solely for an office or storage trailer, and for no other purpose.
3. Lessee shall permit Lessor to enter said Trailer during Lessee's regular hours for the purpose of examination and repair.
4. Lessee agrees not to permit the Trailer or its furnishings, if any, to be damaged or depreciated in any manner and to pay for the loss, damage or breakage thereto, normal wear and tear accepted. Lessee also agrees to pay for any damage done by wind or rain caused by leaving windows and doors open, and by overflow of water or waste pipes.
5. Lessee shall pay all court costs and reasonable attorney's fee incurred by Lessor in enforcing by legal action or otherwise any of Lessor's rights under this Trailer Lease Agreement or under applicable law.
6. Any violation of any provision of this Trailer Lease Agreement by Lessee, or any failure to pay rent on the date due, shall result at the option of the Lessor, in the immediate termination of this Trailer Lease Agreement without notice of any kind, and Lessor may thereupon enter the premises to take and retain possession thereof.
7. Lessee hereby assumes and shall promptly pay all property taxes against the Trailer or its use during the term of this Trailer Lease Agreement and shall hold the Lessor harmless from any action on the part of any taxing authority resulting from Lessee's delinquency.
8. The Trailer including such furniture and furnishings as provided by Lessor are hereby accepted in good condition, provided however, that if Lessee shall find any part thereof not to be in good condition, or as described herein, a written statement of any such objections shall be delivered to Lessor within three days after taking possession; otherwise it will be conclusively presumed that the Trailer and any other furniture or furnishings provided by Lessor is accurately described herein and is in acceptable condition. Lessee further agrees to maintain consumable items, including but not limited to, light bulbs and HVAC filters after the first thirty days from Trailer delivery. Lessee further agrees to pay for any damage to the Trailer electrical, air conditioning, and heating systems as a result of Lessee using a generator.
9. All rights and remedies given to the Lessor by this Trailer Lease Agreement are cumulative and in addition to any other rights and remedies given by applicable law, and no waiver of any rights of Lessor given by this Trailer Lease Agreement or by law shall be binding unless specifically endorsed hereon in writing.
10. Lessee acknowledges he has carefully examined the Trailer and finds it suitable for the purpose of which it is leased.
11. Lessee agrees not to use, or permit the use, of the Trailer for an unlawful purpose.
12. Lessee acknowledges its responsibility, as bailee, and will hold Lessor harmless from any and all fines, forfeitures and penalties arising out of any violation of law, and Lessor shall not be held liable for damages, inconvenience or time lost by accident, breakdowns or malfunctioning of the Trailer. Lessee further agrees to hold the Lessor harmless should damages occur to any of the Lessee's personal property while carried in, or on, such Trailer including loss or damages caused by fire, water and theft. Lessee further agrees to indemnify and hold harmless the Lessor from and against any and all claims for loss of or damage to property or injury to persons (including death) resulting through the use, operation or possession of said Trailer.
13. Trailers are to be returned clean. If a Trailer is returned dirty, it will be subject to a cleaning charge at the Lessor's then prevailing standard rate. The established minimum charge for cleaning is no less than \$100.00.
14. Lessee expressly agrees not to move Trailer from the delivered site without the knowledge and written consent of Lessor, and any relocation of the Trailer must be done by Lessor.
15. **NO ASSIGNMENT BY LESSEE.** This Trailer Lease Agreement shall not be assignable by Lessee without the prior written consent of Lessor, and Lessee shall not sublet, transfer, hypothecate, or in any way dispose of the Trailer or possession thereof, or any interest therein, or any of its rights under this Trailer Lease Agreement. Lessee shall not create or suffer or permit to be created any lien of any kind upon the Trailer, and will forthwith remove and procure the release of any lien, voluntary or involuntary, attaching to the Trailer, or in any way attempted to be attached thereto or placed thereon. Lessee will give Lessor immediate written notice of the seizure by process of law, or otherwise, of said Trailer.
16. **DEFAULT AND NOTICE OF DEFAULT.** The following events shall be deemed to be events of default hereunder.
  - (A) If the Lessee becomes bankrupt or insolvent or if a petition in bankruptcy is filed by or against the Lessee, or if the Lessee becomes a party as a debtor or bankrupt or any bankruptcy act, or if the Trailer or any part thereof, is levied upon or seized by any public officer by reason of any obligation of the Lessee, or
  - (B) If the Lessee shall default in the performance of or compliance with any agreement, condition, or term contained in this Trailer Lease Agreement.
  - (C) If the Lessee or any guarantor of this Trailer Lease Agreement shall default in any payment of any indebtedness owing to the Lessor or any person beyond any applicable grace period provided in the instrument or agreement under which such indebtedness was created, or default in the observance or performance of another agreement, obligation or condition contained in any instrument or agreement evidencing, securing or relating to any such indebtedness, agreement, obligation or condition, or any other event shall occur, the effect of which is to cause or to permit the holder or holders of such indebtedness or beneficiary or beneficiaries of such agreement, obligation or condition (or a trustee or agent on behalf of such holder or beneficiary or beneficiaries) to cause, with the giving of notice, if required, such indebtedness to become due prior to its stated maturity.



## Allied Trailers Sales & Rentals

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17. **REMEDIES IN THE EVENT OF DEFAULT.** Upon the occurrence of an event of default hereunder, Lessor, at its option, may forthwith terminate this Trailer Lease Agreement and shall have the right to take immediate possession of the Trailer wherever it may be found, with or without process of law, and in that connection may enter into any premises of or under the control or jurisdiction of the Lessee or any agent of the Lessee where said Trailer or any part thereof may be, nor believed by the Lessor to be, and take possession of the same, and Lessee hereby expressly waives all claims for injury of every nature suffered through or loss caused by such retaking of possession. In the event of such default and termination as provided herein, all the rights of Lessee hereunder or with respect to the Trailer shall thereupon be deemed to be terminated. The Lessor may retain all rentals and payments and resale proceeds theretofore received, including any refunds and other sums, if any, otherwise payable to the Lessee hereunder, and the Lessor shall be entitled to recover from Lessee any rentals due or past due at the time of the surrender or retaking of the Trailer and all additional sums, if any, due and unpaid, together with costs and expenses, including reasonable attorney's fees, incurred by the Lessor in the enforcement of its rights and remedies under this or any other provision of this trailer Lease Agreement.
18. **MODIFICATION.** No change, modification, or alternation of, and no additions to, the terms and provisions of this Trailer Lease Agreement shall be effective or binding upon Lessor unless the same is in writing and signed by a duly authorized agent or Lessor.
19. **ENTIRE AGREEMENT.** This instrument contains the entire agreement.
20. **BINDS SUCCESSORS.** This Trailer Lease Agreement and the terms and provisions hereof, shall inure to the benefit of and bind date Lessor, its successors in interest, and assigns, and Lessee and Lessee's successors in interest and assigns.
21. **RENT.** Lessee agrees to pay the rent specified on the reverse side to Lessor in accordance with this Trailer Lease Agreement.
22. **DEPOSIT.** Lessor has the right to hold the security deposit specified on the reverse side until such time as the Trailer is returned to Lessor in accordance with this Trailer Lease Agreement. Upon return of the Trailer to Lessor, Lessor may deduct from the security deposit and retain such amounts as in the reasonable opinion of Lessor are necessary in order to repair the Trailer to the same condition as when originally delivered hereunder, ordinary wear and tear excepted.
23. **INSURANCE.** Lessee represents that is has already obtained, and so long as Lessee has possession of the Trailer, will maintain all risk property and liability insurance in such amounts and of such types as is customary in Lessee's business, provided however, that in no event will liability coverage be less than \$500,000 per occurrence and will include an all risk property insurance policy in an amount equal to the full replacement cost of the Trailer naming Lessor and Lessee as loss payees and additional insured's as their respective interests appear. Each policy shall be endorsed to require that Lessor receive thirty (30) days advance notice prior to any cancellation or any alternation of such policy. Lessee shall produce evidence of such insurance at or before delivery of the Trailer otherwise Lessor may cancel this Trailer Lease Agreement and retain the specified security deposit. Further, Lessee shall produce evidence of such insurance at any time upon request by Lessor.
24. **MULTIPLE LESSEES.** If this Trailer Lease Agreement is executed by more than one person or entity as Lessee, the terms "Lessee" as used herein refers to all such parties liable to honor, perform, and pay all obligations of Lessee hereunder.
25. **MISCELLANEOUS.** This Trailer Lease Agreement has been accepted by Lessor in the State of Maryland, and shall be governed by and construed in accordance with the laws of the State of Maryland, regardless of where the Trailer may be located. No waiver of any breach of any provision of this Trailer Lease Agreement shall be considered a continuing waiver or a waiver of any other breach of the same or any other provision hereof.

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