







**(800)662-8810**  
**[www.mobilestorage.com](http://www.mobilestorage.com)**



*Providing quality on-site storage products  
and superior customer service since 1988.*

<b>To:</b> BILL PRESBY PORTLAND ARTS & TECH HIGH SCH	<b>From:</b> Tammy Sutherland
<b>Date:</b> 3/14/08	<b>Phone:</b> 978-465-8877
<b>Email:</b> <a href="mailto:tsutherland@mobilestorage.com">tsutherland@mobilestorage.com</a>	<b>Fax:</b> 978-465-8844
<b>Re:</b> EQUIPMENT SALE QUOTE # 477215	<b>Email:</b> <a href="mailto:tsutherland@mobilestorage.com">tsutherland@mobilestorage.com</a>

Thank you for giving us the opportunity to provide the attached information. Please do not hesitate to call if you have any questions. I look forward to working with you.

Hi Bill, Here is the quote on unit # 3187 that we spoke about. It is a 40' re- conditioned unit. Have a nice day! Tammy

---

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## Mobile Storage Group, Inc. Lease Agreement Terms & Conditions

- 1. Lease.** Customer leases from Mobile Storage Group, Inc. ("MSG") all units identified on the reverse hereof and substituted or added units (collectively, "Units"). Unless identified in writing as a sale, Customer shall not acquire any ownership interest in any Unit. The term of this lease ("Lease") commences upon delivery of a Unit and continues until terminated as provided herein. Customer shall pay MSG for each 28-day or other period agreed upon by MSG and Customer (each a "Period") the lease charges, taxes, Damage Waiver Program charge ("Damage Waiver"), charges for time MSG delivery personnel wait at Customer locations and other charges set forth in invoices delivered to Customer (collectively, "Charges"). All Charges are subject to change without notice. Customer shall owe all Charges for each Period regardless of the number of days in such Period the Unit was leased by Customer. Customer shall pay MSG a late charge equal to the greater of \$15 or two percent (2%) per month, or the highest legal rate, of the unpaid Charges which begins accruing one Period after the Charges are due. If Customer has provided MSG with Customer's credit card information, Customer authorizes MSG to charge Customer's credit card for all Charges.
- 2. Delivery.** By signing this Lease, Customer or its agent accepts the Units as in good repair and working condition. From delivery until removal by or return to MSG of each Unit, Customer shall be solely responsible for (a) any damages to contents of the Unit ("Contents"), the Unit or Customer's premises or property arising in connection with the delivery or removal of any Unit and (b) all risk, loss or damage to Units and Contents. Customer shall not store hazardous materials in any Unit, remove any Unit from the United States or alter any Unit in any way. Customer shall pay MSG all Charges to clean, repair, restore to good working order, make ready for lease any Unit and remove, store and dispose of any abandoned Contents. MSG may inspect a Unit at any time. If a Unit is destroyed, damaged beyond repair, lost or stolen, Customer shall pay MSG the greater of the book value or fair market value of such Unit, plus applicable taxes. Customer shall use the Unit in compliance with applicable law. Customer shall pay for the following arising from Customer's use of any Unit: fees, permits, fines, taxes, penalties, towing charges, impound fees and other charges. MSG may assign a number ("Confirmation Number") to confirm the delivery date or removal of a Unit.
- 3. Warranty Disclaimer.** Customer assumes and shall bear all risk of loss, theft or damage to the Unit and Contents for any cause whatsoever, including, without limitation, damage caused by leaking of any Unit, condensation, humidity, transport, theft, fire, vandalism, vermin, heat, cold, dust, water or loss caused by forces of nature. Customer shall keep each Unit free from all liens and grants MSG a lien in all Contents and proceeds thereof to secure payment of the Charges. MSG shall not be responsible for any damage to Contents or any Customer property sustained in connection with the delivery, removal or repossession of any Unit. MSG MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE UNITS OR SERVICES PROVIDED BY MSG, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, QUALITY, DESIGN, CONDITION OR COMPLIANCE WITH LAW. Customer leases the Units hereunder "as is." MSG shall not be liable for any damages, loss of profits, loss of or damage to property stored in or around the Units, loss of business income, personal injury, death or other damages, direct or indirect, consequential or otherwise of Customer or its agents or invitees caused by or resulting directly or indirectly from any defect in the Units, transport of the Units or damage caused to Customer's property or goods caused by the negligence of MSG, its employees or agents. Customer shall indemnify, hold harmless, defend and reimburse MSG and its directors, officers, shareholders, employees, agents, affiliates and assigns ("MSG Related Parties") from and against all losses, damages, death, claims, injuries, costs and attorney's fees, whether or not caused by the concurrent negligence of MSG Related Parties arising from (i) the loss of, damage to or destruction of Unit(s) due to collision, forces of nature, fire or other casualty, (ii) damage to Customer's goods or property caused during storage in or transport of the Units, (iii) any levy, attachment or repossession of the Units, (iv) any fine, liens, tax, penalty, towing, impound or other charges arising from Customer's use of the Units or (v) Customer's breach of this Lease.
- 4. Insurance; Damage Waiver.** Customer shall maintain at its expense and deliver to MSG insurance policies acceptable to MSG in its discretion, insuring MSG for (i) for trailers only, \$25,000 of property damage per Unit and (ii) for all Units, \$1,000,000 combined single limit coverage per accident for personal injury and property liability ("Liability Insurance") and coverage insuring the Units against all loss or damages, naming MSG as loss payee and additional insured, with 30 days written notice prior to cancellation or expiration. Customers leasing trailers for use on any road must deliver to MSG a certificate of insurance for Liability Insurance satisfactory to MSG even if they accept the Damage Waiver. For any period in which such insurance is not in effect, Customer shall be deemed to have accepted and shall pay for the Damage Waiver. The Damage Waiver is not insurance. Customer's payment of the Damage Waiver relieves Customer of liability in excess of the amount per Unit specified in the Damage Waiver for loss or damage caused by graffiti, theft, forced or attempted forced entry, earthquake, hail, windstorm, hurricane and tornado. The Damage Waiver shall not bind MSG unless Customer (a) takes reasonable precautions against theft and forced entry, (b) notifies MSG of such event within 3 business days of discovery of such event, (c) delivers to MSG satisfactory proof of the loss or damage and the police report regarding such event within 30 days of discovery of such event and (d) Customer complies with the terms of this Lease.
- 5. Miscellaneous.** MSG may terminate this Lease at any time without notice for any reason whatsoever. Customer releases any claim that this Lease imposes upon MSG any duties of a bailee. Each of the following constitute an "Event of Default:" (a) Customer's failure to perform any terms of this Lease or (b) bankruptcy, reorganization or insolvency proceedings instituted by or against Customer. Upon an Event of Default or thereafter (i) MSG may, without legal process or notice, terminate this Lease, enter any premises where any Unit is located, repossess the Units, remove any Unit locks or pursue any other remedy available and (ii) Customer shall, at its sole expense, return all Units to locations designated by MSG. Customer agrees to pay, as liquidated damages, the greater of the book value or fair market value of any Unit not returned to or repossessed by MSG and interest at 2% per month, or at the highest legal rate, plus MSG's collection fees, attorney's fees and any other cost incurred by reason of any Event of Default or the exercise of MSG's remedies. No remedy referred to is exclusive, and each shall be in addition to any remedy referred to herein or otherwise available to MSG. Any endorsements appearing on Customer's checks do not, because of such endorsement or otherwise, constitute payment in full. Customer shall be responsible for Charges accruing after assignment of the Confirmation Number if Customer cannot provide the Confirmation Number to MSG. Customer shall not transfer or hypothecate the Unit or assign its duties under this Lease. Customer shall not sublease the Unit. MSG may assign, pledge or transfer its rights under this Lease without Customer's consent. All notices hereunder shall be in writing. This Lease may only be amended in writing executed by all parties, shall be governed by the state laws where this Lease was executed by MSG and contains the entire understanding of the parties and supersedes all prior and contemporaneous agreements, oral and written, among the parties with respect to such subject matter. If any term herein is unenforceable, such term shall be invalid to the extent of such invalidity without rendering unenforceable the remainder of this Lease. This Lease may be executed in multiple counterparts including by facsimile, each of which shall be regarded as an original and which shall constitute but one instrument.
- 6. Sale.** If indicated in writing on the reverse hereof as a sale, Customer hereby purchases from MSG, all of MSG's right, title and interest in the Units. CUSTOMER AGREES THAT THE UNITS AND OTHER ITEMS DELIVERED TO CUSTOMER ARE DELIVERED "AS IS, WHERE IS" WITH ALL FAULTS AND DEFECTS. MSG HEREBY EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY WAIVES AND RELEASES, ALL OBLIGATIONS AND LIABILITIES OF MSG, AND RIGHTS, CLAIMS AND REMEDIES OF CUSTOMER AGAINST MSG, EXPRESS OR IMPLIED, WITH RESPECT TO ANY FAULT OR DEFECT IN THE UNITS OR OTHER ITEM DELIVERED PURSUANT TO HERETO, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, QUALITY, DESIGN, CONDITION OR COMPLIANCE WITH LAW. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. This warranty is not transferable by Customer.



# EQUIPMENT SALE QUOTE COPY



PORTLAND, ME BRANCH  
Phone: 207-756-6718  
Fax: 207-756-6719  
Written By: TAMMY SUTHERLAND

*Providing quality on-site storage products  
and superior customer service since 1988.*

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## CUSTOMER/JOB SITE INFORMATION

CUSTOMER INFO	JOB SITE INFO	CONTRACT INFO
Cust. #: QT 2078748165	Name: PORTLAND ARTS & TECH HIGH SCH	Date: 3/14/08
Ordered By: BILL PRESBY		Contract #: 477215
Name: PORTLAND ARTS & TECH HIGH SC	Address: 196 ALLEN AVE	P.O.#:
Address: 196 ALLEN AVE	PORTLAND, ME 04103	MSG Job #:
Address: PORTLAND, ME 04103		Date Out:
Phone: 207-874-8165	Phone: 207-874-8165	Exp Date: 3/21/08

## PRODUCT INFORMATION

Equipment/Cat/Class/Item	Description	Qty	Rate/Price per unit	Extended Cost
0104001	40' CONTAINER	1	1800.00	1800.00
FUELS	FUEL SURCHARGE FOR DELIVERY	1	21.25	21.25

<b>Itemize:</b>	Delivery Charge:	85.00
	Sales Tax:	90.00
	Sale Total:	1996.25
	Less Deposit Received:	
	Total Due:	1996.25

Delivery Instructions:

### Terms: Due Upon Receipt

Remit payments to: MOBILE STORAGE GROUP\*\*BILLING  
P.O. BOX 10999  
BURBANK, CA 91510-0999  
Phone: 888-662-8844 Fax:

**SALE NOTES:**  
- State/local taxes apply.

Upon receipt of the entire purchase price above ("Purchase Price"), Mobile Storage Group, Inc. will sell the Units to Customer pursuant to the terms and conditions below and the last three sentences of Section 5 and all of section 6 on the reverse hereof.

MSG shall not be required to honor the terms of a quote after the expiration date shown above. The deposit set forth above and any additional amounts deposited with MSG shall be non-refundable upon the execution of this agreement, and MSG shall have no obligation to refund such amounts. Titles to the Units will remain in MSG until the entire Purchase Price is paid to MSG. If customer fails to pay MSG the Purchase Price upon delivery of the Units, Customer shall pay a late charge to MSG equal to the greater of 2% of the Purchase Price per month or the highest legal rate. Customer agrees to accept each Unit unless it delivers written objections to MSG within 3 days of delivery. Purchaser agrees to pay MSG all sales and use taxes with respect to the manufacture, transportation, purchase or sale covered by this agreement.

CUSTOMER SIGNATURE	DATE	CUSTOMER NAME PRINTED	DRIVER NAME	DATE
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**[www.mobilestorage.com](http://www.mobilestorage.com)**

PORTLAND ME  
PORTLAND, ME 04102

03/14/08

Bill Presby  
Portland Arts & Technology High School  
196 Allen Ave  
Portland, ME 04103

Dear Bill:

Thank you for considering The Mobile Storage Group to meet your portable storage needs. Our aim is to provide you with worry-free portable storage solutions. If you have questions about the information enclosed or any of our products or services, please call me at 207-756-6718 or email me at [tsutherland@mobilestorage.com](mailto:tsutherland@mobilestorage.com). I look forward to speaking with you again and hope we can be of service to you soon.

We are also ready to serve you from any of our U.S. or U.K. locations. Just call 1-800-662-8810 and you will automatically be routed to the nearest location.

Sincerely,

Tammy Sutherland



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# General Building Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: <u>196 ALLEN AVE PATHS</u>		
Total Square Footage of Proposed Structure/Area <u>320' FOOTPRINT</u>		Square Footage of Lot
Tax Assessor's Chart, Block & Lot Chart#      Block#      Lot#	Applicant * <b>must be owner, Lessee or Buyer</b> * Name <u>PORTLAND TECH H. SCHOOL</u> Address <u>196 ALLEN AVE</u> City, State & Zip <u>PORTLAND ME 04103</u>	Telephone: <u>874-8165</u>
Lessee/DBA (If Applicable)	Owner (if different from Applicant) Name <u>PORTLAND PUBLIC SCHOOLS</u> Address City, State & Zip	Cost Of Work: \$ <u>2,000.00</u> C of O Fee: \$ Total Fee: \$ <u>250</u>
Current legal use (i.e. single family) <u>STORAGE FOR EQUIPMENT</u> If vacant, what was the previous use? Proposed Specific use: Is property part of a subdivision? _____ If yes, please name _____ Project description: <u>PLACING PRE CONSTRUCTED STEEL STORAGE BUN ON PUBLIC SCHOOL/PROPERTY (PATHS)</u>		
Contractor's name: _____ Address: <u>N/A</u> City, State & Zip _____ Telephone: _____ Who should we contact when the permit is ready: <u>BOB FRANCIS</u> Telephone: <u>874-8165-6527</u> Mailing address: <u>196 ALLEN AVE PORT. ME. 04103</u>		

**Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.**

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at [www.portlandmaine.gov](http://www.portlandmaine.gov), or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

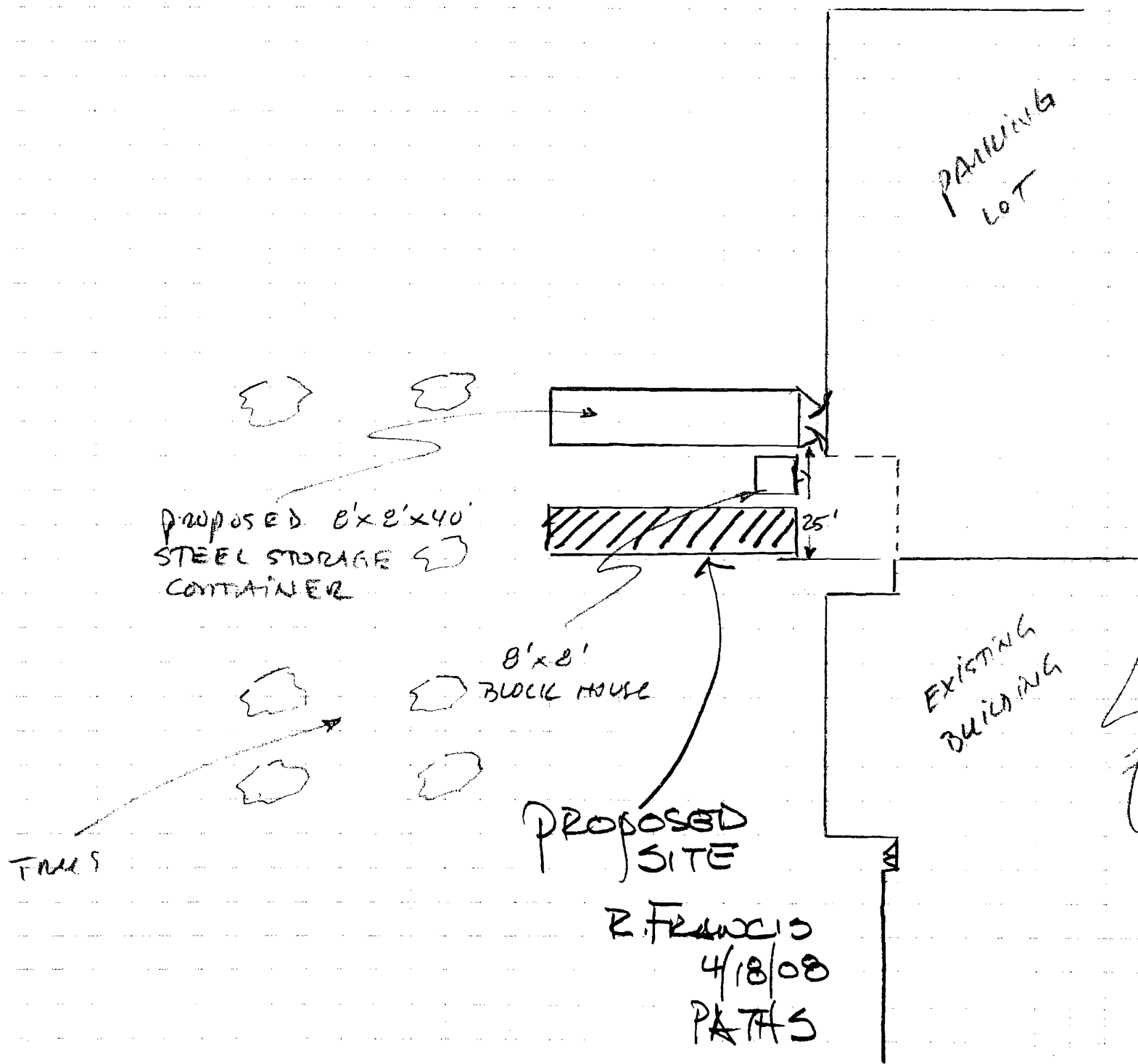
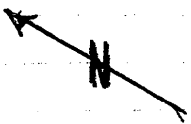
I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature: Francis

Date: 4/18/08

**This is not a permit; you may not commence ANY work until the permit is issue**

CASH



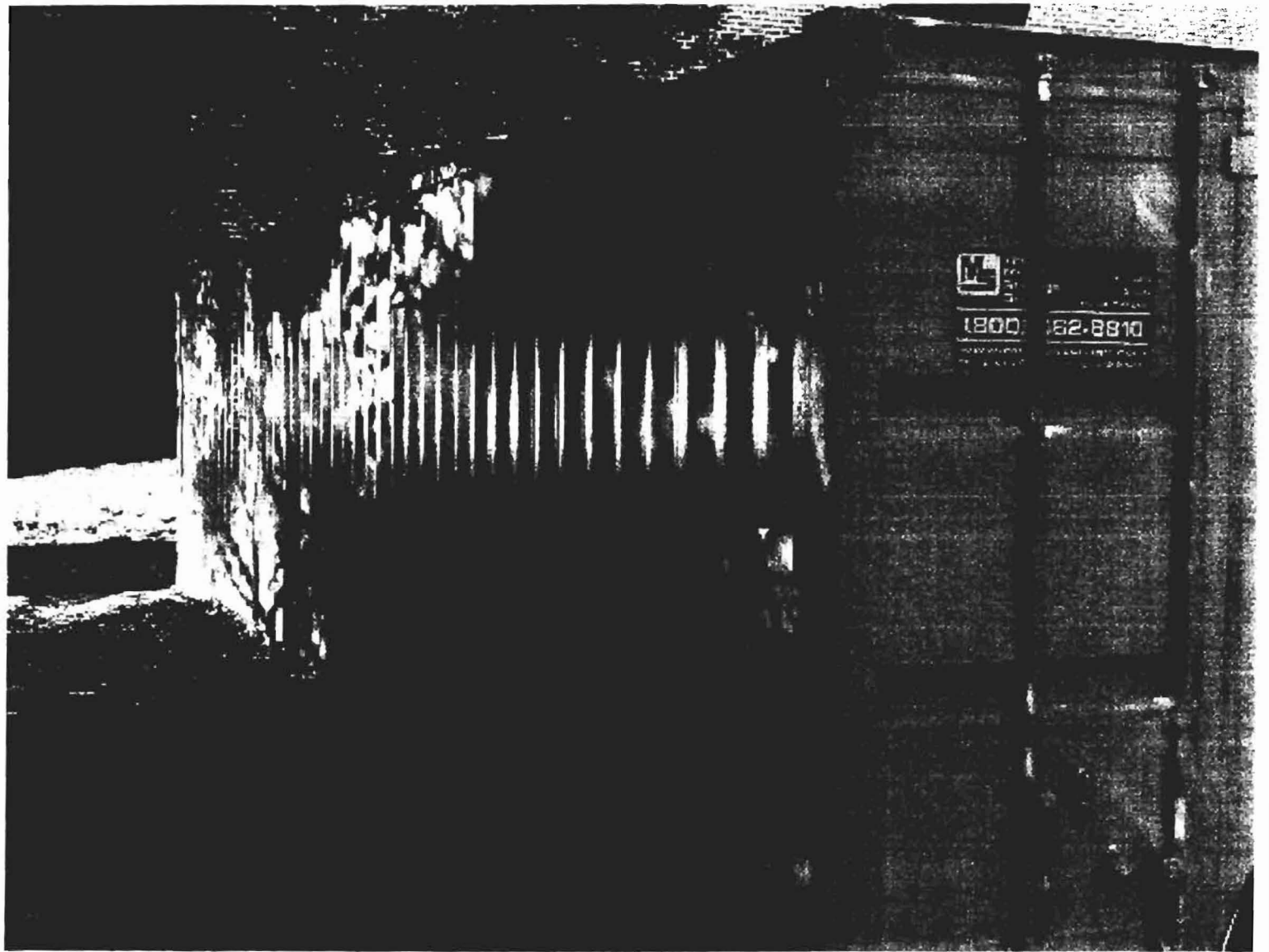


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PORTLAND ARTS & TECH HIGH SCH  
**Date:** 3/14/08  
**Email:** [tsutherland@mobilestorage.com](mailto:tsutherland@mobilestorage.com)  
**Re:** EQUIPMENT SALE QUOTE # 477215

**From:** Tammy Sutherland  
**Phone:** 978-465-8877  
**Fax:** 978-465-8844  
**Email:** [tsutherland@mobilestorage.com](mailto:tsutherland@mobilestorage.com)

Thank you for giving us the opportunity to provide the attached information. Please do not hesitate to call if you have any questions. I look forward to working with you.

Hi Bill, Here is the quote on unit # 3187 that we spoke about. It is a 40' re- conditioned unit. Have a nice day! Tammy

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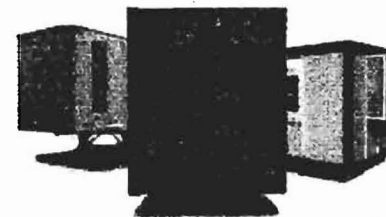
4. **Insurance; Damage Waiver.** Customer shall maintain at its expense and deliver to MSG insurance policies acceptable to MSG in its discretion, insuring MSG for (i) for trailers only, \$25,000 of property damage per Unit and (ii) for all Units, \$1,000,000 combined single limit coverage per accident for personal injury and property liability ("Liability Insurance") and coverage insuring the Units against all loss or damages, naming MSG as loss payee and additional insured, with 30 days written notice prior to cancellation or expiration. Customers leasing trailers for use on any road must deliver to MSG a certificate of insurance for Liability Insurance satisfactory to MSG even if they accept the Damage Waiver. For any period in which such insurance is not in effect, Customer shall be deemed to have accepted and shall pay for the Damage Waiver. The Damage Waiver is not insurance. Customer's payment of the Damage Waiver relieves Customer of liability in excess of the amount per Unit specified in the Damage Waiver for loss or damage caused by graffiti, theft, forced or attempted forced entry, earthquake, hail, windstorm, hurricane and tornado. The Damage Waiver shall not bind MSG unless Customer (a) takes reasonable precautions against theft and forced entry, (b) notifies MSG of such event within 3 business days of discovery of such event, (c) delivers to MSG satisfactory proof of the loss or damage and the police report regarding such event within 30 days of discovery of such event and (d) Customer complies with the terms of this Lease.

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PORTLAND, ME BRANCH  
 Phone: 207-756-6718  
 Fax: 207-756-6719  
 Written By: TAMMY SUTHERLAND

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CUSTOMER/JOB SITE INFORMATION					
<b>CUSTOMER INFO</b>		<b>JOB SITE INFO</b>		<b>CONTRACT INFO</b>	
Cust. #:	QT 2078748165	Name:	PORTLAND ARTS & TECH HIGH SCH	Date:	3/14/08
Ordered By:	BILL PRESBY	Address:	196 ALLEN AVE PORTLAND, ME 04103	Contract #:	477215
Name:	PORTLAND ARTS & TECH HIGH SC	Phone:	207-874-8165	P.O. #:	
Address:	196 ALLEN AVE PORTLAND, ME 04103			MSG Job #:	
Phone:	207-874-8165			Date Out:	
				Exp Date:	3/21/08
PRODUCT INFORMATION					
Equipment/Cat/Class/Item	Description	Qty	Rate/Price per unit	Extended Cost	
0104001	40' CONTAINER	1	1800.00	1800.00	
FUELS	FUEL SURCHARGE FOR DELIVERY	1	21.25	21.25	
<b>Itemize:</b>					
Delivery Charge:				85.00	
Sales Tax:				90.00	
Sale Total:				1996.25	
Less Deposit Received:					
Total Due:				1996.25	
<b>Delivery Instructions:</b>					
<b>SALE NOTES:</b>					
- State/local taxes apply.					
<b>Terms: Due Upon Receipt</b>					
Remit payments to: MOBILE STORAGE GROUP**BILLING P.O. BOX 10999 BURBANK, CA 91510-0999 Phone: 888-662-8844 Fax:					
Upon receipt of the entire purchase price above ("Purchase Price"), Mobile Storage Group, Inc. will sell the Units to Customer pursuant to the terms and conditions below and the last three sentences of Section 5 and all of section 6 on the reverse hereof.					
MSG shall not be required to honor the terms of a quote after the expiration date shown above. The deposit set forth above and any additional amounts deposited with MSG shall be non-refundable upon the execution of this agreement, and MSG shall have no obligation to refund such amounts. Titles to the Units will remain in MSG until the entire Purchase Price is paid to MSG. If customer fails to pay MSG the Purchase Price upon delivery of the Units, Customer shall pay a late charge to MSG equal to the greater of 2% of the Purchase Price per month or the highest legal rate. Customer agrees to accept each Unit unless it delivers written objections to MSG within 3 days of delivery. Purchaser agrees to pay MSG all sales and use taxes with respect to the manufacture, transportation, purchase or sale covered by this agreement.					
CUSTOMER SIGNATURE		DATE	CUSTOMER NAME PRINTED	DRIVER NAME	DATE





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PORTLAND ME  
PORTLAND, ME 04102

03/14/08

Bill Presby  
Portland Arts & Technology High School  
196 Allen Ave  
Portland, ME 04103

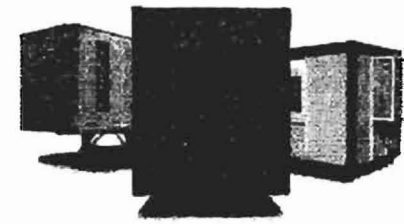
Dear Bill:

Thank you for considering The Mobile Storage Group to meet your portable storage needs. Our aim is to provide you with worry-free portable storage solutions. If you have questions about the information enclosed or any of our products or services, please call me at 207-756-6718 or email me at [tsutherland@mobilestorage.com](mailto:tsutherland@mobilestorage.com). I look forward to speaking with you again and hope we can be of service to you soon.

We are also ready to serve you from any of our U.S. or U.K. locations. Just call 1-800-662-8810 and you will automatically be routed to the nearest location.

Sincerely,

Tammy Sutherland



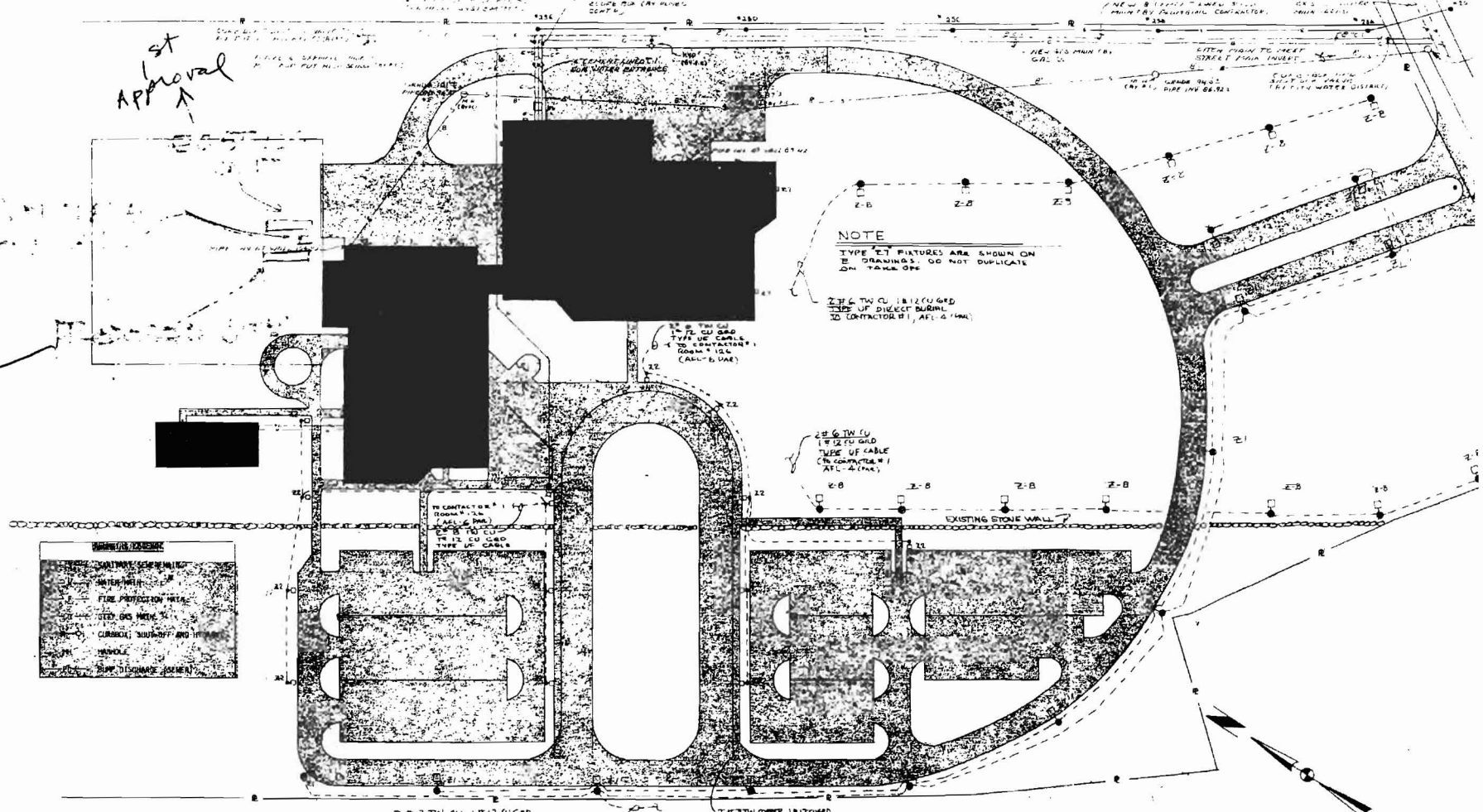
*Providing quality on-site storage products  
and superior customer service since 1988.*

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***Check us out on the Web at [www.mobilestorage.com](http://www.mobilestorage.com)!***

1st Approval

2nd Site Request



SYMBOLS	
[Symbol]	WATER MAIN
[Symbol]	FLUE PROTECTION PIPE
[Symbol]	STEEL GAS MAIN
[Symbol]	CURB/BOX; SHUT-OFF AND TRIM
[Symbol]	MANHOLE
[Symbol]	RAMP DISCHARGE

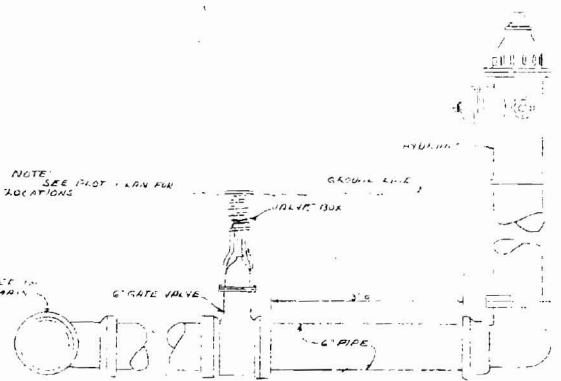
SITE PLAN  
SCALE 1"=50'-0"

NOTE  
TYPE 'E' PICTURES ARE SHOWN ON  
E DRAWINGS. DO NOT DUPLICATE  
ON TAKE OFF

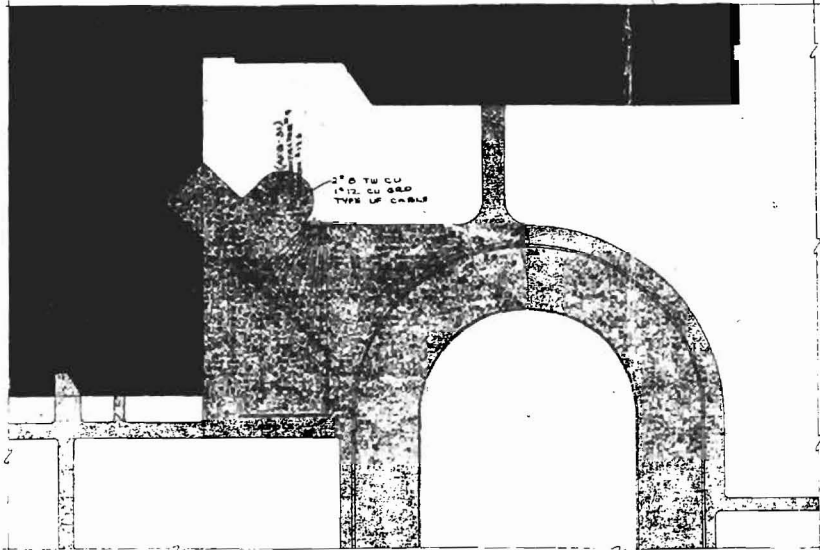
Z 3/4 3/4 CU 1 1/2 CU GED  
TYPE OF DIRECT BURIAL  
TO CONTRACTOR #1, AFL 4 (144)

Z 3/4 3/4 CU  
TYPE OF CABLE  
TO CONTRACTOR #1  
AFL 4 (144)

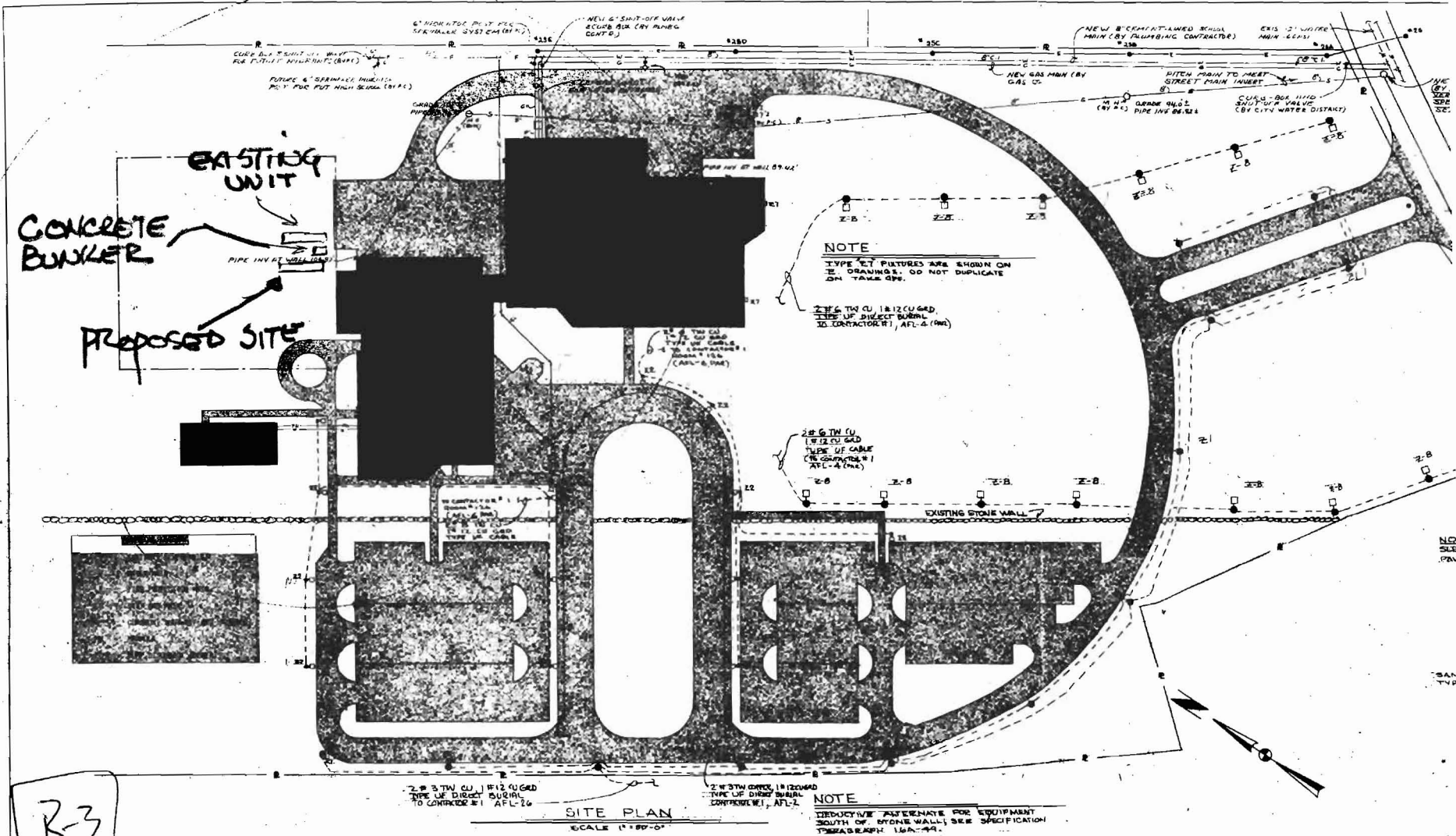
NOTE  
DEDUCTIVE ALTERNATE FOR EQUIPMENT  
SOUTH OF STONE WALL; SEE SPECIFICATION  
TELEGRAPH 16A-49.



HYDRANT AND VALVE DETAIL  
NO SCALE



ENLARGED SECTION OF SITE PLAN  
SCALE 1"=30'-0"



R-3

FRONT 25' min - well over 25'

REAR 25' min - well over 25'

SIDE - 8' min - well over 8'

15' long

