



PACE Supply Corp
6000 State Farm Drive, Suite 200
Rohnert Park, CA 94928

JOB-SITE STORAGE TRAILER AGREEMENT

This agreement is between _____ (“Customer”) and PACE Supply Corp. (“Pace”). In consideration for Customer’s agreement to purchase materials from Pace as specified herein below, Pace shall provide a 28 foot trailer(s) designated as JT# _____ (the “Trailer”) under Pace Account # _____ to the following job-site:

Job Name: _____

Address: _____

On site contact: _____

Operation of Trailer shall be as follows:

- Pace shall provide initial delivery of Trailer and requested materials to jobsite and bill for those materials upon delivery.
- Once per week or at regular intervals as determined by Pace, Pace shall visit the Trailer to place orders for additional material.
- Pace shall at that time ensure Trailer is clean and in same condition as previous week.
- When job is completed, Pace shall be notified by Customer to come pick up Trailer.

Additional Terms of Use are as follows:

- The term of this Agreement shall be month-to-month, and either party shall be entitled to terminate this Agreement upon ten (10) days’ prior written notice to the other party.
- Customer shall be responsible for all expenses, including, but not limited to, any charges imposed by the owner of the jobsite or general contractor associated with placement or use of the Trailer on the jobsite and all other charges in connection with the operation and the use of the Trailer.
- All materials in the Trailer shall be billed at time of stock entering the Trailer.
- This job is expected to start on _____ and end on _____. Customer agrees to purchase \$ _____ through the duration of this Trailer placement. This equates to \$ _____ average monthly purchases.
- Each Trailer must provide a minimum of **\$100,000** per year (or \$8,333/month average) of gross purchases for each job to Pace averaged over the term of the project, otherwise Customer shall pay to Pace a fee for use of the Trailer of \$500/month, prorated for any partial month based upon the number of days contained in such month. All plumbing materials on the jobsite must be purchased from Pace with the following exceptions which must be agreed upon between the parties in advance.
 - Pace does not sell the product line.
 - Pace cannot provide the specific product in a timely manner.
- A charge of **\$300 shall be paid by Customer for each move** within a jobsite if the trailer is within 120 miles of a Pace Supply branch. If the trailer is farther than 120 miles, the move charge will be calculated as follows. (Mileage from Pace Supply/120) X 300 = move charge.
- Prior to relocating the trailer from one job to another, Pace along with an authorized agent of Customer, shall inspect the Trailer and note any damage.
- Customer is responsible for all maintenance and repairs to the Trailer while it is on the job-site. Examples are flat tires and broken lights. Customer shall pay Pace’s actual costs of repairing any damage to Trailer occurring while on the jobsite.
- Pace is the only party that can move the Trailer within the designated jobsite or to a different jobsite or on public streets.



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- Pace insurance covers the Trailer only. All materials within the Trailer are the responsibility of Customer and shall be adequately insured by Customer. In addition, Customer shall maintain at its expense a commercial general liability insurance policy with limits of no less than \$2,000,000 per occurrence naming Pace as an additional insured related to the utilization of the Trailer at each jobsite. Customer is also responsible for any worker's compensation insurance that may be required under State law and shall hold Pace harmless from the claims of any of Customer's employees and third parties for injuries sustained in or about the Trailer. Customer shall provide Pace with a certificate evidencing the required insurance on or before the date the Trailer is delivered to each jobsite. Such policy shall provide that the insurer shall not cancel or materially modify the insurance except upon thirty (30) days advance written notice to Pace. In the event Customer fails to procure, maintain, or renew such insurance, Pace may, but shall not be obligated to, obtain insurance for Customer without prejudice to any other rights that Pace may have and shall be entitled to reimbursement from Customer for all costs associated therewith.
- It is intended that use of the Trailer shall be primarily for storage of materials provided by Pace. Customer shall not store or permit to be stored any "Prohibited Goods" in any Trailer. "Prohibited Goods" are defined as hazardous, toxic, radioactive, explosive, dangerous, incendiary or highly flammable or combustible materials or items, all materials classified as Class IV commodities or High Hazard Commodities under the Uniform Fire Code, aerosol cans, alcoholic beverages, combustible metal products, glycol, linoleum products, oil based paints, pharmaceuticals, asphalt shingles, flammable solids, lacquers, lubricating or hydraulic fluid, or any other liquids, flammable or hazardous substances, or other substances and materials whose storage or use is regulated or prohibited by Federal, State or local law, regulation, rule or ordinance.
- Customer may not assign this Agreement, sublease all or any part of the Trailer, or permit any other person to occupy or use all or any part of the Trailer.
- Pace is not responsible for any damage to property, vehicles, or persons if someone other than Pace personnel are moving the Trailer.
- All loss of or damage to the Trailer from any cause whatsoever while in Customer's care, custody, or control, whether exclusive or not, and whether or not due to the fault of Customer, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, shall be the sole responsibility of Customer and shall be paid to Pace promptly upon Customer's receipt of an invoice therefor.
- Customer shall be in default of this Agreement if Customer becomes insolvent or ceases to be doing business or if a petition for bankruptcy is filed by Customer, or if Customer is in default pursuant to any other agreement between Customer and Pace. Customer shall further be considered in default if the Trailer is obtained from Pace through fraud or misrepresentation, in violation of any law, if the Trailer is intentionally damaged by Customer; if Customer fails to make payment or perform any of its obligations under this Agreement including the obligation to use the Trailer primarily for storage of goods and materials supplied by Pace for use on the job-site, or upon the expiration or cancelation of any insurance policy to be paid for by Customer as provided under the terms of this Agreement. Upon such event of default, and upon notice from Pace that Customer is in default, Pace shall have the following options: (a)



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to terminate this Agreement and Customer's rights hereunder; (b) to declare the balance of all unpaid rent and other charges of any kind required of Customer under this Agreement to be paid immediately; (c) to require Customer to empty the Trailer of Customer's personal property stored therein within forty-eight (48) hours of notice and thereafter to repossess the Trailer without legal process, free of all rights of Customer to the Trailer. Customer hereby authorizes Pace or Pace' agents to enter upon any premises where the Trailer is located and repossess and remove it. Customer specifically waives any right or action Customer might otherwise have related to such entry and repossession and releases Pace from any claims for trespass or damage caused by reason of the entry, repossession, or removal, including any claim with respect to any personal property that Customer failed to remove from the Trailer prior to repossession. Customer shall reimburse Pace for all reasonable expenses of repossession and enforcement of Pace' rights and remedies hereunder, including, without limitation, attorneys' fees and costs.

- Customer assumes the risk of any and all injuries of any kind or nature, including wrongful death, as a result of the use or misuse of the Trailer pursuant to this Agreement. Customer agrees to defend, indemnify, and hold harmless Pace, its officers, employees, directors and agents, from any and all loss, liability, claim, action, or expense, including reasonable attorneys' fees, by reason of bodily injury, including death, and property damage, sustained by any person or persons, including but not limited to employees of Customer, as a result of the use, possession, operation or transporting of the Trailer. Customer agrees to hold Pace harmless from any loss, damage, or injury suffered in connection with Customer's use, operation, possession, or transportation of equipment and to keep equipment locked and secure when not in use.
- Upon the expiration of this Agreement, Customer shall return the Trailer to Pace free from all damage and in the same condition and appearance as when received by Customer, allowing for ordinary and wear and tear. If Customer fails and refuses to return the Trailer to Pace, Pace shall have the right to take possession of the Trailer and for that purpose may enter any premises where the Trailer is located without being liable in any suit, defense, or other proceedings to Customer, as more fully set forth above.

PACE Supply Corporation:

MIS 4 letter username (Salesman)

Branch # associated with the trailer

Signature (Salesman)

Date

Signature(Branch Manager)

Date

Customer:

Signature

Date