



BOXX MODULAR
NORTEX MODULAR SPACE
A Black Diamond Group Limited company

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 Ft. Worth, Texas 76155
 972-492-4040 Fax 972-492-2704
 "www.boxxmodularus.com"
 (Lessor)

Represented by:
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02/12/2019

TXMAS Contract TXMAS-4-56060

Size of Building	Unit #	Description
36x60 x2	2007 & 8 2005 & 6	Two office buildings

TXMAS Lease Renewal Proposal	
Lessee: Comal County 1297 Church Hill Dr. New Braunfels, Texas 78130 Attn: Ramona Womack	

E-mail	purrjw@co.comal.tx.us
Phone	(830) 643-5850
Cell	(830) 643-5850
Fax	_____

Project Name and Site Address
Project Name: Comal Co. office lease – 424 Castell Site Location Address: 424 Castell Ave. City/State: New Braunfels, Tx. Zip Code: 78130 County: Comal Insurance Value: \$280,000.00 Renewal Rental Term: ___19___ Months Purchase Option Price:

	QTY	
<p>Monthly Lease Rate: See TXMAS pricing schedule SIN-361-50 TXMAS lease rate with fee = \$1.00 per SF for a new building. Allowable lease rate : 2160sf X \$1.00 = \$2,160.00 per month. A discounted rate shall be applied as the buildings are used. The discounted rate is derived from the consideration of the age and condition of the buildings. A rate of \$1,650 each bldg. per mo. shall apply.</p> <p>PO shall contain lease for June 1, 2019 thru December 31st 2020</p>	19	\$62,700.00
<p>Installation: SIN-361-32 per the TXMAS pricing schedule = \$3.70 per SF. Note: There are (2) 36x60 buildings = 4320 SF X \$3.70 = \$15,984.00 This installation will include preferred office layouts by Comal County.</p>	0	\$0
<p>(Options Available) SIN-361-32 Treated wood step and decks. TXMAS pricing schedule indicates \$29.40 per SF. Specific decking services as described in attached scope of work.</p>	0	\$0

A/C units: The air conditioners will be inspected by a professional contractor will provide proof of service. If the A/C – heating system is in need of repair all repairs will be performed to bring the units to normal working condition. Nortex / Boxx modular will make all repairs to the A/C system throughout the lease term.	1	N/A
Teardown and Removal: SIN-361-32 per the TXMAS pricing schedule = \$3.70 per SF. Note: There are (2) 36x60 buildings = 4320 SF X \$3.70 = \$15,984.00 This removal is discounted to \$14,800.00 for specific reasons including access to local contractors and distance to nearest branch location.	2	\$14,800.00
Property and sales tax not included	TOTAL	\$77,500.00

Nortex Representative's Signature:

Date:

Attached TXMAS Lease terms and conditions and scope of work apply to this order. Prices quoted exclude all taxes, licenses, permits and fees. Delivery and installation prices are based on the site being accessible, level, and having adequate drainage. Lessee is responsible for obtaining any building permits and securing local installation and foundation approvals. Quote valid for 30 days. All equipment is to be returned to 555 Jubilee Lane, Lewisville, Texas 75056, upon termination of lease.

Scope of Work

Customer, Government and Lessee are all the same entity.		Lessee	Not Applicable	Nortex
1.	Floor plan			X
2.	Foundation Pad -minimum 2500 PSF recommended	X		
3.	Third party certification of drawings of building		X	
4.	Delivery to customers site		X	
5.	Site access including all weather road (Nortex does not restore access wheel ruts and damaged grass, landscaping and trees)	X		
6.	Site leveling, compaction and drainage (note positive drainage is required from foundation pad)	X		
7.	Stake location (all four corners) and site plan showing building layout		X	
8.	Site utilities (electrical, water, sewer, and telcom including crawl space harnessing)	X		
9.	Provide pier (dry stack CMU) foundation plans (above grade only) perform level check on building and relevel as necessary			
10.	Permits and fees (other than delivery)	X		
11.	Set buildings on foundation pad provided by customer		X	
12.	Provide concrete piers (dry stacked piers using 8 x 8 x 16 CMU blocks) on precast concrete pads 16" x 16" x 4" or equal		X	
13.	Remove axles, tires and hitches (hitches removed and placed in crawl space on doublewide and larger installations only)		X	
14.	Provide temporary power for hand tools if required	X		
15.	Provide dumpster service for trash removal at the jobsite if required	X		
16.	Provide bathroom facilities at jobsite for setup crews if required	X		

17.	Anchor building – type of site (check one) Dirt__ Gravel __ Rock ___ Concrete ___		X	
18.	Install skirting to match siding – type		X	
19.	Install interior and exterior finishes			
20.	Weatherite roof			
21.	Site adjustment of all doors after setup (related to site settlement)		X	
22.	Enclose selected offices as indicated on Comal drawing, add walls and doors per drawing provided by Comal Co. staff. Replace back to original when lease is complete.			
23.	Supply/install electrical panel box (es)		X	
24.	Engineer, supply and install electrical distribution system, and sub feed to electrical panel box(es)	X		
25.	Supply/install transformer, if needed	X		
26.	Supply/install Step and Landings –Install / repair the decking as per customer request. The ownership of the decks will transfer to Comal County. When the building is to be returned it will be Comal County’s responsibility to have the decking removed to enable the Lessor to remove the buildings. The skirting ownership is also transferred to the new tenant Comal County. The deck repair will consist of powerwashing the decking wood and replacing damaged boards and all top handrailing and installing new grip surface on the ramps.			
27.	Broom sweep of interior floors– all other cleaning by customer			
28.	Supply/install awning/canopies	X		
29.	Hookup HVAC to electrical panel box or boxes (by factory)			
30.	Balance HVAC system		X	
31.	Supply/install miniblinds			
32.	Supply/install guttering and downspouts		X	
33.	Supply/install fire alarm system, if needed	X		
34.	Supply/install fire sprinkler system if required	X		
35.	Supply/install emergency lighting		X	
36.	Supply/install telephone J-boxes and computer J-boxes		X	
37.	Supply/install telephone and communication wiring-building has existing telecom and additional wiring left over from C of NB lease. This not the responsibility of Nortex / Boxx to remove or maintain.	X		
38.	Connect power during set-up	X		

TXMAS Lease/Rental Terms and Conditions -

The Government will not acquire title to any leased or rented structures during the lease or rental term. The structures will be leased or rented for the life of the leasing arrangement as specified in the purchase order or lease agreement. During the lease term, the structure shall remain the property of Nortex Modular Space. The Government shall have no right or interest in the structure, except as provided in the contract document, and shall hold the leased structure subject and subordinate to the rights of Nortex Modular Space. All structures offered for lease or rental shall be new or used unless specified in the contract.

Maintenance is not included in the charge for leasing although the Government may obtain maintenance services from Nortex Modular Space or other sources. Door adjustments, HVAC filter changes, cleaning, maintenance of telcom systems, fire alarm systems and fire sprinkler systems and other maintenance is the responsibility of the customer.

Unless otherwise stated in a the contract or delivery order, the Government is responsible for site access, leveling, compaction (to 2,500 psf), drainage, site utilities, footings (if required), staking of the location, temporary power during setup, trash dumpster, bathroom facilities for setup crew, utility connections during the setup including utility harnessing in the crawl space, electrical connections to sub-panels and related electrical harnessing, decks, ramps and landings, skirting, fire alarm system (if required), fire sprinkler system (if required), telephone wiring, and site restoration if damage such as ruts in grass surfaces etc caused during the delivery process. These items may be added to the purchase order or delivery order upon joint agreement.

The lease start date shall be the date of delivery to the jobsite of the building components (or units). If, on that date, the Government has not fulfilled its scope of work (such as delay in electrical, water and sewer utility connections) and the

building cannot be occupied due to such circumstances beyond the control of Nortex Modular Space, then the lease start date shall commence in any case on that date, and the Government shall commence with payment of one time charges and lease payments, and shall immediately provide a punch list of the existing condition of the project. If Nortex Modular Space has an added travel expense or other expense to return to the project at a later date due to these circumstances, then this additional cost shall be borne by the Government.

If delivery to the jobsite is held up due to circumstances outside of the control of Nortex Modular Space, then the Government shall immediately take steps to approve and pay lease payments commencing the day that delivery is delayed as if the building components had been delivered to the jobsite. If the building components (or units) are held in storage for longer than 30 days, the warranty period shall commence at that time and storage charges of \$100.00 per building component (or unit) shall apply from that date forward until such a time as the delivery to the jobsite is completed.

Nortex Modular Space shall provide an invoice for the monthly lease payment, in advance of the month that the billing applies to, and the Government shall pay that invoice within 30 days. One-time charges shall be paid within 30 days of invoice. Partial payments can be made on one-time charges related to government or weather caused delays. Progress payments are allowed under this contract and they shall be approved and paid based on 90% of completed work at the end of each month.

Lease Payment for less than one month shall be prorated at 1/30th of the monthly rate for each calendar day.

Upon written notice, at least thirty (30) days prior to expiration of the lease term, and provided the Government is not in default, the Government may either exercise the option to extend the lease term OR allow Nortex Modular Space to resume possession of the structure after expiration of the lease term.

The Government may affix or install any accessory, addition, upgrade, structure or device on the structures provided that such items can be removed without causing material damage to the structures; do not reduce the value of the structures; and are obtained from or approved by Nortex Modular Space, and are not subject to the interest of any third party other than Nortex Modular Space.

At the end of the lease term, the Government shall remove any additions which: were not leased from Nortex Modular Space, and are readily removable without causing material damage or impairment of the intended function, use, or value of the structures, and restore the structures to its original configuration. Any additions, which are not so removable, will become the property (lien free) of Nortex Modular Space.

The Government is relieved from all risk of loss or damage to the structures during periods of transportation, installation, and during the entire time the structures are in possession of Nortex Modular Space, except when loss or damage is due to the fault or negligence of the Government. The Government shall assume risk of loss or damage to the structures during relocation unless Nortex Modular Space shall undertake such relocation.

The Government shall be responsible for any loss of or any damage to leased or rented structures except for normal wear and tear and loss or damage caused by the negligence of Nortex Modular Space, its agents or employees.

Nortex Modular Space is required to provide all insurance during the delivery, installation, teardown and removal process. The Government shall provide evidence of suitable insurance coverage for both property damage and liability insurance during its use of the leased or rented structures.

Assignment of title by Nortex Modular Space for any leased structures will not relieve Nortex Modular Space of any responsibility of the contract.

The Government is responsible for any applicable state, local and other taxes.

Notwithstanding the provisions of the agreed upon contract document, this agreement may be terminated at any time for the Government convenience. However, the Government shall pay Nortex Modular Space for the full remaining months left on the minimum lease contract plus the cost of teardown and return delivery charges.

At the expiration of the lease term, the structure shall remain the property of Nortex Modular Space and Nortex Modular Space shall resume possession of the structure. Nortex Modular Space is required to remove the structure within 60 days of completion of the lease term unless otherwise agreed upon by the Government.

The Government shall make arrangements and pay the costs associated with removal of furniture and any other Customer property, the disconnection of all utilities, and any other work provided by the Government or paid for by the Government in one time charges during the initial setup including site restoration, removal of poured-in-place footings, decks and ramps, telephone equipment etc.

The return delivery price may be renegotiated by Nortex Modular Space and increased to the extent that the actual cost has increased during the term of the contract or delivery order.

Government may not renovate or relocate the building without prior written consent by Nortex Modular Space

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