

Lease Agreement #RO044464



Date: 5/14/2026

Company:
Evergreen State Fair
14405 179th Ave Se
Monroe, WA 98272-1149

Site Location:
Evergreen State Fairgrounds
14405 179th Ave Se
Monroe, WA 98272-1149

Celine Jefferson
Cell: 214.449.5504
Office: 360.572.5015

Contact:
Debbie Donk - 425.308.4829
debbie.donk@co.snohomish.wa.us

Site Contact:
Debbie Donk - 425.308.4829
debbie.donk@co.snohomish.wa.us

Term: Short term **Start:** 8/17/2026 **End:** 9/15/2026 **Delivery:** 8/17/2026 **PO/Job#:** Roving Performer 8X20 G-LOC

Start/Delivery dates are tentative until a unit number has been assigned

| Rental Costs Per Month | Eff. Date | Qty | Rate | Extended | Tax |
|--|-----------|-----|------------|------------|-------------------|
| Rental - 08x20 GLOC/OFFICE | 8/1/2026 | 1 | \$1,500.00 | \$1,500.00 | \$136.50 |
| Fee - Personal Property Tax | 8/1/2026 | 1 | \$7.50 | \$7.50 | \$0.69 |
| Rental - Mini Blinds | 8/1/2026 | 1 | \$15.00 | \$15.00 | \$1.37 |
| Rental - Stackable Side Chair w/ Casters | 8/1/2026 | 2 | \$8.00 | \$16.00 | \$1.46 |
| Rental - Basic Cafe Package | 8/1/2026 | 1 | \$59.00 | \$59.00 | \$5.37 |
| Rental - Other Accessories Additional Sets of Exterior keys (4) Sets | 8/1/2026 | 4 | \$10.00 | \$40.00 | \$3.64 |
| Subtotals | | | | \$1,637.50 | \$149.03 |
| Total Due Each Month | | | | | \$1,786.53 |

| Installation Costs | Eff. Date | Qty | Rate | Extended | Tax |
|---------------------------------|-----------|-----|----------|----------|-----------------|
| Delivery - Freight | | 1 | \$525.00 | \$525.00 | \$47.78 |
| Subtotals | | | | \$525.00 | \$47.78 |
| Total Installation Costs | | | | | \$572.78 |

| Estimated Removal Costs* | Eff. Date | Qty | Rate | Extended | Tax |
|----------------------------------|-----------|-----|----------|----------|-----------------|
| Return - Freight | | 1 | \$525.00 | \$525.00 | \$47.78 |
| Cleaning / Damage Fee at Return | 8/1/2026 | 1 | \$40.00 | \$40.00 | \$3.64 |
| Subtotals | | | | \$565.00 | \$51.42 |
| Total Due at End of Lease | | | | | \$616.42 |

*Calculated at return using current market rates for lease terms greater than 12 mo.

\$ 2,975.73

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By signing below, the Lease Agreement becomes a binding contract between Pacific Mobile Structures (Lessor) and Evergreen State Fair (Lessee) in accordance with the terms and conditions set forth on the proceeding pages. Payment is due upon receipt of the first invoice. Lessee is to provide site improvements, utility connections, and handicap accessibility to the building. Building permits/fees and prevailing wages are not included. Site needs to be dry, compacted with minimum 1,500 PSF, level to +/- 6" difference in grade, and accessible by normal truck delivery. All costs to roll, crane or forklift building are not included. Ramping quoted assumes a grade difference of 30" to 36" from door threshold to ramp entrance. Standard setup does not include removal of axles, tires, and tow bars (available upon request). Extra trip charges may occur if Lessee stops work in progress. Removal costs are based on original term end date; after this date, costs will be based on prevailing rates at the date of termination. Physical Damage & Commercial Liability insurance coverage is required beginning on the date of delivery. Before the return of the building, two weeks' notice is required.

Company Name: Evergreen State Fair

Printed Name

Title of Authorized Corporate Signer

Signature

Date

Invoicing Options

Please use the following email addresses for electronic delivery:

A/P email address on file: Debbie.Donk@SnoCo.org

New A/P email address: _____

Evergreen State Fair is opting out of electronic delivery.

Invoices will be mailed to:

14405 179th Ave Se
Monroe, WA 98272-1149

New billing address:

Lease Agreement - Terms and Conditions



1. Lease

The transaction is a lease and not a sale. LESSEE does not acquire through this Lease or by payment of rental amounts, any right, title or interest in leased equipment, or any right to purchase such leased equipment. LESSEE acknowledges that the leased equipment is personal property and shall not, at any time, constitute real property, an improvement thereon or a fixture.

2. Rental Period

The rental period shall commence upon the date of delivery of the equipment by LESSOR to the LESSEE and continue until the termination date set forth in each Rental Order, or as earlier terminated as provided herein.

3. Determination of Rental Charges; Leased Equipment

LESSEE shall pay rent, on a monthly basis, in the amounts set forth in the Rental Order issued by LESSOR reflecting the negotiated rental rate and describing the leased equipment.

4. Payment

Payments are due on the first of each month in the amount described in each Rental Order and shall be deemed late if not paid by the 10th of each month, at which time a finance charge of 1% per month will be assessed until paid. Invoices issued by LESSOR are solely for LESSEE's convenience and payment is due regardless of timely delivery of any invoice.

5. Access, Site Conditions, Utility Service

LESSEE shall provide free and clear access for delivery and return of leased equipment by standard mobile transport vehicles. LESSEE shall provide site that is dry, compacted with minimum 1,500 PSF, and level ground on no more than six-inch slope from one end to the other for safe installation and removal of the leased equipment. Site selection is the sole responsibility of LESSEE and LESSOR shall have no liability for determining the adequacy of any site. Furthermore, LESSOR solely reserves the right, for any reason, to refuse to release delivery and/or provide removal at any site it deems inadequate for use, installation and/or removal. LESSEE shall be responsible for obtaining any permits required to install, remove and operate the equipment. LESSEE shall provide at LESSEE's expense site improvements, adequate electrical power, water and other utility services with proper connection to leased equipment and handicap accessibility to the building. LESSEE shall provide at LESSEE's expense the disconnection of electrical power, water and other utility services prior to LESSOR's pick up of the leased equipment.

6. Other Fees, Expenses and Taxes

In addition to the rental payments provided for herein, LESSEE shall pay all expenses, fees, charges, and fuel surcharges incurred in connection with the leased equipment during its delivery, use and return. Additional charges include, but are not limited to, the following instances: (1) where travel permits and/or pilots are required for delivery/return; (2) where the delivery site is not a level, compacted and accessible site; (3) where tie downs are required. The number of seismic tie-downs is estimated with assumptions to site surface and seismic zone. If engineering is requested, then the quantities will be adjusted to the engineered plans. If the tie down option is not taken, LESSEE assumes liability; (4) where alternate steps are needed (temporary steps furnished but steps may not meet all local codes); (5) where state/federal prevailing wages are required (unless quoted otherwise); (6) where axles, tires and tow bars need to be removed; (7) where extra trip charges are needed if LESSEE stops work in progress; (8) where grade for ramping is different than 30" to 36" from door threshold to ramp entrance; (9) where LESSEE delays the delivery of the equipment greater than 30 days from proposed delivery date. If LESSOR is unable to deliver the leased equipment due to LESSEE's site delays, a storage fee will begin thirty (30) days after the predetermined delivery date. LESSEE agrees to pay a pro-rated monthly storage fee at a rate of \$1.00 per square foot of each floor until LESSEE is able to take delivery. If space is unavailable, LESSEE must either transport to an alternative site or LESSOR will do so unilaterally and pass the expense to LESSEE. If the leased equipment remains undeliverable after four months, the contracted rental rate will commence at that time; (10) where lease is cancelled prior to delivery of equipment and LESSOR has made modifications to the building or performed scope of work items. LESSEE also agrees to pay any fines, servicing costs, sales taxes, use taxes, personal or real property taxes and other use taxes, and all assessments and other governmental charges whatsoever payable on LESSEE's use, possession, rental, shipment, transportation, delivery or operation thereof. If a lease is terminated early, the remaining contractual balance shall be immediately due and payable, unless waived by LESSOR in its sole discretion.

7. Delivery and Return of Leased Equipment

LESSOR shall not be liable to LESSEE for any failure or delay in delivering the leased equipment. By taking delivery thereof, LESSEE acknowledges that the leased equipment is in good working condition, free of any physical defect or damage, and is fit for the purpose for which it is leased. Further, the leased equipment shall remain at the delivery site until the termination of the lease, at which time LESSOR shall pick up the leased equipment. The leased equipment shall not be moved without LESSOR's prior written consent. Two weeks' notice is required prior to equipment return date. Rent is required to be paid until the leased equipment is picked up. Delivery and return costs will be quoted at time of rental. However, return costs are to be at the prevailing rate at termination of lease, thus they are subject to change depending on special circumstances such as fuel costs and delivery routes.

8. Eligible Use, Assignment, and Subletting

LESSEE shall use or permit the use of the leased equipment only for lawful purposes and operate in compliance with all laws. LESSEE shall use the interior of the equipment only for typical office, storage or restroom purposes and shall not in any scenario use the interior of the equipment for agriculture purposes. If the leased equipment is used by LESSEE or by any party in association with unlawful or ineligible purposes prior to it being returned to LESSOR, this shall result in an immediate DEFAULT of the lease. LESSEE agrees to reimburse LESSOR upon demand for any and all damages and incidental costs LESSOR incurs, including, but not limited to, time and cost expenses associated with participating in governmental administrative or law enforcement processes, attorney fees, and remedial costs. LESSEE shall not assign, transfer, sublet, or in any way assign its rights hereunder, and shall not pledge, permit to be liened, mortgaged, or otherwise encumber its rights or interests hereunder. All third-party claims of possession, interest or ownership by or through LESSEE as stated herein, shall be deemed invalid. LESSOR may assign its rights hereunder without notice to, or consent from, LESSEE.

9. Non-Liability of LESSOR and Indemnification

Unless caused solely by LESSOR's gross negligence or willful misconduct, LESSOR shall not be liable to LESSEE for any third party claims, actions, suits or proceedings of any kind and nature whatsoever, including any damages, liabilities, penalties, costs, expenses and reasonable consultant and legal fees based on, arising out of, connected with or resulting from the leased equipment or by the use, maintenance, operation, handling or storage thereof, for the loss of LESSEE's business or damages whatsoever or howsoever caused or for LESSEE's obligations under this Lease (hereinafter "Claim(s)"), including, without limitation, Claims relating to ownership, use, possession or disposal of the leased equipment, Claims arising in contract or tort (including negligence, strict liability or otherwise), Claims arising out of latent defects of the leased equipment (regardless of whether the same are discoverable by LESSOR or LESSEE), Claims arising out of or relating to the violation of applicable law, including environmental law, or the existence or release of hazardous materials at the site where the leased equipment is located, or Claims arising out of any trademark, patent or copyright infringement, but excluding (a) any Claims that accrue in respect of circumstances that occur after LESSOR has taken possession of the leased equipment after termination of this Lease, provided that such Claims do not relate to LESSEE's use, possession or operation of the leased equipment, or (b) any Claims that result from the gross negligence or willful misconduct of LESSOR. If any Claim is made against LESSEE or LESSOR, the party receiving notice of such Claim shall promptly notify the other, as set forth in Section 11, but the failure of such person receiving notice to notify the other shall not relieve LESSEE of any obligation hereunder. LESSEE shall indemnify, defend and hold harmless LESSOR, its employees and agents from any and all losses, damages, claims, demands, or liability of any kind whatsoever, including legal expenses and attorney's fees arising from the use, condition or operation of the leased equipment.

10. Insurance Requirements

LESSEE, at its sole cost and expense, will obtain and keep in force, from the delivery date until the removal of the equipment, the following policies:
(a) Blanket Commercial General Liability Insurance providing coverage on ISO form CG 00 01 or a substitute providing equivalent coverage, and subject to policy limitations or exclusions reasonably acceptable to LESSOR, in the amount of not less than \$1,000,000 per occurrence, naming LESSOR as additional insured and endorsed to state that it shall be primary and non-contributory insurance as respects to LESSOR's insurance. All insurance held by LESSOR shall be excess, secondary and non-contributory as respects to LESSEE's insurance.

i. If LESSOR does not receive the general liability certificate prior to delivery, then the LESSEE will pay a monthly non-insurance penalty fee for each month that the LESSEE fails to provide the required certificate of insurance. Such fees shall be calculated by LESSOR at its then prevailing rate(s) and will not be refunded in arrears. LESSOR is not an insurance company and the fee is not an insurance policy.

(b) Commercial property Insurance, providing coverage under ISO Cp 10 30, Causes of Loss-Special Form or the equivalent, and subject to policy limitations or exclusions reasonably acceptable to LESSOR, for an amount no less than 100% of the replacement cost of the leased equipment as established by LESSOR, with

* County is self-insured

Lease Agreement - Terms and Conditions



LESSOR added as loss payee.

i. If LESSOR does not receive the property insurance certificate as required prior to delivery or if the LESSEE selects the property Damage Waiver, then the LESSEE will automatically be enrolled in the property Damage Waiver program (program). LESSOR is not an insurance company and the program is not an insurance policy. The program only covers damage caused by fire, theft, vandalism and malicious mischief. The LESSEE is responsible for the first \$2,000 in damages, per unit/per loss occurrence. The program only covers the unit itself, and LESSEE is responsible for insuring the contents. The program does not cover property damage caused by any of the following: (a) acts of God (earthquake, seismic activity, high winds, hurricane, tornado, flood), (b) acts of terrorism, (c) building contents, (d) damages caused by LESSEE or its employees, (e) collision damage from vehicles and other equipment, (f) collision damage while being transported or moved, or (g) abuse or neglect by LESSEE. The responsibility for property damage due to these perils is on the LESSEE, either party can cancel the program with ten (10) days prior written notice. If the program is canceled, the LESSEE must provide property insurance as required under section 10(b). All program fees must be paid in order for this option to be valid. If the LESSEE fails to pay their rent or the program fees, the program will be terminated automatically. Fees will not be refunded in arrears. Claims must be reported to LESSOR by fax or email within 48 hours of their occurrence.

LESSEE shall be liable for all deductible portions of all required insurance. LESSEE will deliver certificates evidencing all such insurance to LESSOR prior to delivery of the equipment, provided, however, that LESSOR shall be under no duty either to ascertain the existence of or to examine such insurance policies or to advise LESSEE in the event such insurance coverage shall not comply with the requirements hereof. Each insurer shall agree by endorsement to the policy or policies issued by it or by an independent instrument furnished to LESSOR, that it will give LESSOR at least ten (10) days' prior written notice of cancellation of the policy for nonpayment of premiums and at least thirty (30) days' prior written notice for alteration or cancellation due to any other reason or for non-renewal of the policy. If the insurers are unable to or unwilling to provide such notice, LESSEE shall provide such notice. All required insurance shall be maintained with insurance companies rated A- X or better by AM Best (or an equivalent rating by another nationally recognized insurance rating agency of similar standing) or with other insurance companies satisfactory to LESSOR.

11. Accidents or Claims

LESSEE shall within 24 hours after any property damage or casualty event involving the leased equipment notify LESSOR by telephone, and within 48 hours notify LESSOR in writing. Said report shall state the time, place, and nature of the event, the damage sustained, the names and addresses of persons involved, persons injured and witnesses, and any other information relating to said event and it shall promptly forward to LESSOR all correspondence, notices or documents received in connection with any claim or demand relating to the leased equipment or its operation, and shall aid in the investigation and defense of all such claims and demands. Nothing herein shall be deemed to modify the provisions of the paragraph herein in which LESSEE holds LESSOR harmless and indemnifies LESSOR against all these matters, and LESSOR shall have no responsibility to take any action whatsoever in the event of such casualty.

12. Maintenance and Damage

LESSEE shall at LESSEE's own expense, and at all times, keep the equipment in good and efficient working order, condition and repair and shall maintain thereon such identification of ownership as LESSOR may require. LESSOR will maintain and make any repairs required from normal use to the roof, doors, windows, light fixtures, heating, ventilating and air conditioning systems (HVAC), except that LESSEE shall replace HVAC filters, light bulbs and ballasts as required and pay for any damage caused by the LESSEE. LESSEE shall bear the risk of damage, theft or destruction of the leased equipment from every cause, except as outlined in paragraph 10(b) (i), if selected and shall make all replacements, repairs or substitution of parts of equipment thereon at its expense, all of which shall constitute LESSEE's obligatory maintenance of the leased equipment. If LESSEE does not adequately maintain the equipment or adequately repair any damage for which LESSEE is responsible, LESSOR shall have the option to perform the maintenance or repair at LESSEE's expense. LESSEE shall at its expense provide adequate janitorial service to keep the leased equipment in good condition, fair wear and tear excepted. On termination of this lease, the leased equipment shall be returned to LESSOR in the same condition as when delivered, fair wear and tear excepted. In the event that the leased equipment is completely destroyed beyond repair, LESSEE shall continue to pay rent to LESSOR, until the LESSOR is made whole through receipt of full payment for the replacement cost of the leased equipment.

13. Inspection by LESSOR

LESSOR may inspect the leased equipment at any reasonable time and may provide a notice of non-responsibility or preservation of LESSOR's interest.

14. Default

An event of default will have occurred if LESSEE: (a) does not pay rent when due, or otherwise fails to perform as required under this Lease or under any other agreement with LESSOR, (b) becomes insolvent, assigns its assets for the benefit of creditors, or enters (voluntary or involuntarily) into a bankruptcy or receivership proceeding, (c) shall suffer an adverse material change in its financial or business condition from the date hereof and as a result LESSOR deems itself insecure or (d) uses the equipment in an ineligible way, such as use of the interior of the equipment for agriculture purposes, which is prohibited.

15. Remedies

Upon the occurrence of an event of default, LESSOR may, in its sole discretion, (a) do one or more of the following with respect to all or part of the leased equipment, concurrently or separately: (i) demand the return of the leased equipment, (ii) enter upon LESSEE's premises and without any court order or other process of law, repossess and remove all or part of the leased equipment, or render the leased equipment unusable without removal, either with or without notice to LESSEE and with or without terminating this Lease, and LESSEE hereby waives any trespass or other right of action for damages by reason of such entry, removal, or disabling of the leased equipment, (iii) proceed by appropriate court action or actions either at law or in equity to enforce performance by LESSEE of the applicable covenants of the Lease, (b) demand and recover judgment for the remaining balance of all rent due through the remaining term of the lease, and recover all other amounts due hereunder and any other damages caused by such default, and (c) exercise any other remedies available under the Uniform Commercial Code or any other law. All of LESSOR's rights and remedies hereunder and at law and in equity shall be cumulative; any waiver of such rights or remedies must be in writing, and a waiver of LESSOR's rights or remedies on one occasion shall not constitute a waiver of any other existing or future right or remedy. Should LESSOR be required to take possession of the leased equipment, LESSEE agrees to pay the cost of repossession, storing, shipping, and repairing the leased equipment.

16. LESSEE's Possession on Termination

If LESSEE retains possession of the leased equipment beyond the Rental Order term expiration date without proper written renewal notice, LESSOR shall have the option of (a) deeming this Lease renewed as a month to month tenancy per LESSOR's standard rental rates at such time, as determined by LESSOR in its sole discretion, or (b) repossessing its leased equipment and other property at any time without notice.

17. Attorney's Fees, Collection Fees, Interest

If LESSEE defaults on this Lease, LESSOR shall be entitled to recover from LESSEE all items of damages, costs and expenses, including court costs, reasonable attorney's fees and repossession fees, incurred by LESSOR to enforce its rights and remedies hereunder, whether suit is filed or not, and including all attorneys' fees and costs incurred in any bankruptcy proceeding. LESSOR shall also be entitled to interest on delinquent invoices at the rate of 1.0% per month or the maximum rate permitted by law until such invoice is paid in full.

18. Miscellaneous; Consent to Jurisdiction; Jury Waiver

This Lease shall be construed and interpreted under the laws of the state in which the equipment is located. LESSEE consents to the jurisdiction of state and federal courts located in the state of Washington for the determination of all disputes arising under this Lease. All signed copies shall constitute duplicate originals. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY. The Parties shall endeavor to resolve their disputes by first discussing any such disputes in person and in good faith. If the Parties' direct discussions fail to resolve any and all issues, any controversy or claim arising out of or relating to this Lease, its enforcement or interpretation or because of an alleged breach, default or misrepresentation in connection with any of its provisions, shall be resolved by arbitration pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association.

19. Entire Agreement

This Lease, and any Rental Order issued in connection herewith, contains the entire agreement between the LESSOR and LESSEE and may not be altered, modified, terminated or otherwise changed unless agreed to in writing by LESSOR. This Lease contains the entire understanding of the parties and supersedes any other document from the LESSEE or any other agreement, including verbal, among the parties.

20. Notices

All notices required under the terms and provisions of this Lease shall be in writing and shall become effective three (3) days following mailing if mailed by US certified mail, or upon receipt if given in any other manner, addressed to Pacific Mobile Structures at PO Box 1404, Chehalis WA 98532, and to LESSEE set forth on the face page hereof, or at such other address as either party may designate in writing. The payment remittance address is to Pacific Mobile Structures at PO Box 24747, Seattle WA 98124.