



WILLIAMS SCOTSMAN, INC.
9400 Galena Street
Riverside, CA 92509
951-681-0300 • 800-782-1500
FAX 951-681-1455

SALES AGREEMENT
(Used Equipment without Warranty)

Full Legal Name of Buyer and Address: Western Municipal Water District 450 Alessandro Riverside, CA 92508		Delivery Address: 450 Alessandro Riverside, CA 92508	
Phone #: 951-789-5064		Fax #: 951-780-3837	
Serial #/Size/Model ("Equipment"): CPX 05851 (BB 00012 085/086) 64x24 SM			
Order #: 345226		Delivery Date (approx.):	
PURCHASE PRICE	Equipment Cost:	\$ 41,500.00	Delivery/Freight: \$ 542.00
	Sales Tax:	\$ 4171.52	Setup: \$ 7860.00
	Steps:	\$ 350.00	TOTAL PURCHASE PRICE: \$ 63,603.52
	Ramp:	\$ 9000.00	
	Licensing Fees:	\$ 180.00	

PAYMENT TERMS: 90% due prior to or upon delivery, 10% net 10 days. Signed Sales Agreement.

CONDITIONS OF SALE:

1. **Title to Equipment:** Buyer agrees to purchase the Equipment from Seller. Seller hereby represents and warrants to Buyer that it has good and marketable title to the Equipment. The parties explicitly agree that title to the Equipment passes from Seller to Buyer only after Buyer has paid to Seller in good funds the Total Purchase Price. Prior to the payment of the total purchase price, Buyer hereby appoints Seller or its agents or assigns as Buyer's attorney-in-fact for the purpose of executing U.C.C. financing statements on behalf of Buyer, and to publicly record such statements to protect Seller's interest in the Equipment. Documents of title, if any, related to the Equipment will be provided to Buyer thirty (30) days after Total Purchase Price has been received by Seller.

2. **Condition of Equipment:** The Equipment as described in this Agreement is being purchased in used condition. The Equipment is being sold "AS IS, WHERE IS," WITHOUT ANY WARRANTIES WHATSOEVER EITHER EXPRESS OR IMPLIED.

3. **Risk of Loss; Further Liability:** Upon delivery of the Equipment, all risk of loss or damage to the Equipment passes from Seller to Buyer. In addition, Buyer hereby indemnifies Seller and agrees to save, defend and hold Seller harmless against all losses, damages, liability, costs and expenses (including attorney's fees), as a result of any actions, claims, or demands arising out of this Agreement or related to the Equipment.

4. **Performance; Remedies:** If Buyer fails to pay the Total Purchase Price or any other payment due hereunder as or when due, or fails to perform any other term and condition of this agreement, then such failure shall constitute an Event of Default. If an Event of Default occurs, Seller may do any or all of the following: (1) terminate this Agreement; (2) repossess any or all of the Equipment and bring an action against Buyer for any deficiency to recover the full benefits of its bargain under this Agreement; and (3) pursue any other remedy allowed at law or in equity. Seller is entitled to further recover from Buyer all costs and expenses, including all attorneys' fees, incurred in the enforcement of this Agreement.

5. **Miscellaneous:** (a) This Agreement is the entire contract between the parties with respect to the subject matter hereof and supersedes all prior agreements and negotiations between them. It may be amended only in writing and signed by a duly authorized representative of each party. (b) This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. Buyer hereby consents to the jurisdiction of the courts of Baltimore County, Maryland for the enforcement of this Agreement. Buyer hereby waives any and all rights to and/or claims of sovereign immunity. (c) Each party represents and warrants that this Agreement is valid and binding, is duly authorized by appropriate corporate action, and that the person signing below has authority to bind the respective party to the Agreement. (d) Time is of the essence with respect to the performance of this Agreement. (e) Buyer shall not assign its rights or obligations under this Agreement without the written consent of Seller. (f) All notices related to this Agreement shall be in writing and sent to the other party at its address stated above. (g) The parties hereby covenant and agree that Seller may rely on a telefacsimile signature of Buyer on this Agreement and/or any Amendment hereto. Any such signature shall be treated as an original signature for all purposes. The telefacsimile transmission by Buyer to Seller of this Agreement signed by Buyer shall be deemed to be the original Agreement for all purposes.

BUYER: WESTERN MUNICIPAL WATER DISTRICT

By: Jeff Sims For John Rossi

Printed Name/Title: Jeff Sims, Dist. Engr. Mgr.

Date: December 12, 2005

Sales Agreement - Used Equipment Without Warranty (10/2/00)

SELLER: WILLIAMS SCOTSMAN, INC.

By: Carol L. Roney Manager

Printed Name/Title: Carol L. Roney Territory Adm.

Date: Dec 13, 2005