



**(PART B)**

**ADLER TANK RENTALS, LLC**  
**RENTAL AGREEMENT**

1. Lessor agrees to rent and Lessee agrees to take on rent from Lessor each tank ("Unit") referred to in this Agreement on the terms and conditions set forth herein.

2. Lessee shall pay Rent for each Unit in the amount specified in this Agreement, or in any applicable Invoice or Work Order, in accordance with the terms (NET 30 DAYS) thereof together with all additional charges (if any), which are referred to in such Invoice and Work Order. If any such amount is not paid when due, Lessee shall pay to Lessor interest on such amount at a rate equal to 1.5% per month or such lesser rate as shall be the highest rate permitted by applicable law. Interest shall accrue from the due date until the past due Rent or other amount, together with interest, is paid to Lessor. All payments hereunder shall be made (a) without deduction, set-off, counterclaim, recoupment, defense, notice or demand whatsoever.

3. Each Unit will be delivered to Lessee at the location set forth in this Agreement. Lessee shall not be permitted to relocate the Unit during the Term without Lessor's express written consent. At the option and cost of Lessee, Lessor may (but shall not be obligated to) provide (a) delivery and return freight services, and/or (b) installation services, (c) and/or cleaning services; all such services provided shall be at rates set by Lessor and shall be paid by Lessee pursuant to this Agreement. Any such services shall be carried out during the Term of the relevant Units. Lessee agrees that all Units shall be returned to the Lessor facility from which the Unit was originally mobilized with full freight being borne by Lessee.

4. (A) LESSEE SHALL NOT USE ANY UNIT FOR THE STORAGE, SHIPMENT OR CARRIAGE OF ULTRA HAZARDOUS WASTE. LESSEE SHALL NOT PERMIT ANY UNIT TO BE USED FOR THE STORAGE, SHIPMENT, OR CARRIAGE OF ACUTE HAZARDOUS WASTE WITHOUT LESSOR'S PRIOR WRITTEN CONSENT. UNITS USED FOR THE STORAGE OF ACUTE HAZARDOUS WASTE WILL STAY ON RENT AND NOT BE PICKED UP FROM THE SITE UNTIL THE LESSEE PROVIDES THE LESSOR WITH A WRITTEN LABORATORY ANALYSIS STATING THE LEVELS OF ACUTE HAZARDOUS WASTE RESIDUALS IN THE UNIT ARE OF NON-DETECT STATUS USING AN ANALYTICAL METHOD WITH A DETECTION LIMIT SATISFACTORY TO LESSOR IN ITS SOLE DISCRETION.

(B) Lessee shall, whenever requested advise Lessor of the exact location and condition of the Unit. At all reasonable times and following reasonable notice to Lessee, Lessee hereby grants Lessor and its agents irrevocable right to access and may enter any job, storage site, yard, or place where the Unit is located for purposes of inspection of the condition of the Unit and determining Lessee's compliance with this Agreement.

5. Lessee shall (1) be responsible for all repairs and maintenance appropriate to maintain the Unit in good efficient working order, condition and repair (normal wear and tear from permitted uses hereunder excepted) and (2) maintain and use of the Unit in a careful and proper manner and in accordance with industry standards, manufacturers specifications and recommendations and applicable laws. Lessee shall not allow any Unit to come into contact with any substance that will cause the corrosion, dissolution, or disintegration or other damage to or leakage from such Unit. Lessee will pay the cost of any repair conducted by Lessor on behalf of Lessee at current retail prices.

6. (A) Lessee assumes and bears the risk of loss and damage to such Unit and all attachments, additions and components thereof, regardless of how caused and whether or not insured. No loss or damage to any Unit shall relieve Lessee from any of its obligations under this Agreement.

(B) Upon the occurrence of an Event of Loss with respect to a Unit, Lessee shall notify Lessor promptly (in any event within 48 hours after Lessee's knowledge of such occurrence) of the date such Event of Loss occurred and on the Loss Notification Date, Lessee shall pay to Lessor (1) an amount determined by Lessor to be the full replacement value of such Unit, (2) the rent due up to the Loss Notification Date and (3) all other amounts, which may be due to Lessor hereunder with respect to such Unit. Upon full payment to Lessor of all such amounts, rent for such Unit shall cease to accrue.

(C) If Lessor shall so elect, Lessee shall be solely responsible for the disposal of any Unit which has suffered an Event of Loss provided always that Lessee shall not dispose of any such Unit unless and until it has paid the amounts required pursuant to Section 6 (B) in consequence of such Event of Loss.



7. (A) Lessee will at all times while this Agreement is in effect cause to be carried and maintained in full force and effect (1) Commercial General Liability Insurance in a minimum amount of \$ 5,000,000 per occurrence with respect to loss or damage for personal injury, death, or property damage suffered upon, in or about any premises occupied by its occurring as a result of the ownership, renting, sub- renting, maintenance or operations by it of any Unit. (2) "All risk" property insurance for each Unit in an amount at least equal to the fair market value of such Unit and (3) "if commercially available" sudden and accidental pollution coverage.

(B) All policies of insurance shall: (1) be issued with insurance carriers having a credit rating acceptable to Lessor and in a form reasonably acceptable to Lessor. (2) Name Lessor as an additional insured or loss payee or both, as appropriate. (3) Provide for at least 30 days prior written notice by the insurance carrier to Lessor in the event of cancellation, expiration or material modification of the insurance and (4) be primary and without contribution from any insurance affected by Lessor. The liability policy shall contain a cross-liability provision. Lessee shall upon request, furnish Lessor with appropriate written evidence of the insurance.

8. Lessee shall not (a) directly or indirectly create, incur or suffer to exist any mortgage, pledge encumbrance, charge, security interest or other claim (each a "Lien") on any Unit other than (1) the Lien constituted by this Agreement and (2) any other Lien created by Lessor (together "renters Liens") or (3) alter to make any attachments to the Unit.

9. (A) At the expiration of the Term for any Unit, Lessee shall return such Unit to Lessor at a location designated by Lessor with all costs associated with demobilization being borne by Lessee. Lessor/Lessor Designee shall fully inspect the Unit and approve Unit for demobilization. Lessor/Lessor Designee shall have sole discretion to determine the Unit's acceptable condition for return. At the time a Unit is delivered, Lessor and Lessee shall sign a receipt (an "Equipment Receipt") setting forth the general condition of the Unit. At the time of return for each Unit, such Unit shall be (1) in the same condition as such Unit was in at the time it was delivered to Lessee hereunder (normal wear from permitted uses hereunder excepted) and fully serviceable and in good and efficient operating condition (2) free from all placards, markings, and insignias placed on such Unit during the Term thereof and (3) cleaned of all commodities, accumulations and deposits caused by commodities so that there is no measurable amount of such commodities, accumulations, and/or deposits remaining in such Unit (hereinafter referred to as "Cleaned of Commodities"). Should Units not be in an acceptable condition for return, Lessor/Lessor Designee shall, at their sole discretion, direct Units to an approved cleaning facility with all associated costs of transportation, labor, cleaning and any disposal of materials being fully borne by Lessee.

(B) Lessor shall have the right to have any Unit tested by a reputable independent testing laboratory for the presence of Acute Hazardous Waste and/or other environmental contaminants. Such testing will be at Lessor's expense unless the test reveals the presence of Acute Hazardous Waste or other environmental contaminants, in which case it shall be at Lessee's expense. In the event that Lessee fails to return the Unit Cleaned of Commodities, Lessee hereby appoints the Lessor with full power of substitution as the true and lawful attorney-in-fact of the Lessee in its name, place, and stead, for the limited purpose of performing materials and waste characterizations, and signing documents and manifests, using the Lessee's U.S. Environmental Protection Agency identification number, or analogous number issued by a State agency, in the form required by law for offsite, interstate shipments from any site and subsequent disposal. Lessee shall indemnify and hold harmless the Lessor and the individual employees by the Lessor authorized under this Agreement to perform these tasks in the name of the Lessee, from and against any and all costs, liability, and expense which may be asserted against the Lessor including but not limited to such on the basis of the Lessor being alleged to be the generator of such materials.

(C) At the end of the relevant Term, Lessor shall sign an Equipment Receipt for a Unit if (1) such Unit is delivered in the condition required under the terms of this Agreement and (2) all repairs are complete and paid for in full. At Lessor's election, Lessor may either (a) effect or procure the required and agreed upon cleaning or (b) require that Lessee remove such Unit, make the repairs and then return the Unit for another inspection all costs associated shall be borne by Lessee.

10. LESSOR IS RENTING THE UNIT TO LESSEE "AS IS" AND "WHERE IS" AND HAS NOT AND SHALL NOT BE DEEMED TO HAVE MADE, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OR REPRESENTATION (EXPRESS OR IMPLIED) AS TO (1) THE FITNESS OF THE UNIT FOR ANY PARTICULAR PURPOSE, (2) THE ABSENCE OF ANY BASIS FOR PATENT OR COPYRIGHT INFRINGEMENT WITH RESPECT TO THE UNIT OR (3) THE QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, MERCHANTABILITY, OR PERFORMANCE OF THE UNIT OR OF THE MATERIAL OF WORKMANSHIP THEREOF, IT BEING AGREED THAT THE UNIT IS RENTED "AS IS" AND ALL SUCH RISKS BETWEEN LESSOR AND LESSEE ARE TO BE BORNE BY LESSEE AT ITS SOLE RISK AND EXPENSE. LESSEE HEREBY WAIVES ALL OF THE RIGHTS AND REMEDIES CONTAINED IN UNIFORM COMMERCIAL CODES §2A-508 TO 522. LESSOR GUARANTEES TO DELIVER UNIT FREE FROM DEFECTS AND WILL ONLY BE RESPONSIBLE TO EITHER REPAIR OR REPLACE DEFECTIVE UNIT AT LESSOR'S EXPENSE.



11. (A) Lessee shall hold harmless and indemnify regardless of liability, Lessor, its successors, assigns, parents, subsidiaries and affiliates, and their respective representatives, directors, officers, employees and agents from and against any and all losses, fees, costs, expenses, claims, liabilities, damages, penalties, and fines relating to or arising out of or in connection with (1) Lessee's failure to comply with any requirement in this Agreement (2) the occurrence of any event referred in Section 12 (3) the use, possession, renting, leasing, subleasing, operation, transportation, maintenance, condition repair, replacement, return and/or storage of any Unit (collectively "use") during any Term relevant thereto, (4) any environmental statutory or regulatory compliance requirements applicable to any Unit (or any use thereof) and required under any and all foreign or domestic federal and state or local laws, treaties, ordinances, regulations, codes rules, orders, guidelines, policies, or requirements of any environmental authorities which regulate or impose standards of liability or conduct concerning air, water, soils, wetlands, and watercourses, solid waste, hazardous waste and/or materials, worker and community right-to-know noise, resource protection band similar environmental, health, safety, and land use concerns as may now or at any time hereafter be in effect. This indemnification shall survive the Term of this Agreement.

(B) Lessee shall pay, cause to be paid or reimburse Lessor for all taxes and fees levied or assessed against Lessor, Lessee or the Unit in connection with this Agreement or the amounts due hereunder or arising out of the Use of any Unit hereunder; provided, however that Lessee shall not be responsible for (1) any tax on Lessor's net income or (2) taxes and fees for any Unit not rented to Lessee hereunder.

12. The occurrence of any of the following events shall be an "Event of Default": (a) Lessee fails to pay any rent when due and such failure continues for a period of five (5) days after written notice thereof to Lessee by Lessor, or (b) Lessee fails to maintain the insurance required by Section 7; or (c) Lessee fails to comply with any provision in this Agreement governing use of the Unit; or (d) Lessee shall fail to perform or observe any covenant, condition, or agreement to be performed or observed by it hereunder and such failure continues uncured for five (5) days after written notice thereof to Lessee by Lessor; or (e) the filing by or against Lessee (1) for any relief which includes, or might result in, any modification of the obligations of Lessee hereunder or (2) under any bankruptcy, reorganization, receivership, insolvency, moratorium or other laws relating to the relief of debtors, the readjustment of indebtedness, financial reorganization, arrangement with creditors, composition of or extensions of indebtedness (provided always that in the case of any such filling; or (f) the (1) insolvency of Lessee or (2) subjection of any material portion of Lessee's property to any levy, seizure, assignment, application, sale for or by any creditor or governmental agency the effect of which would be to impair Lessee's ability to perform its obligations hereunder, or (g) obligations of Lessee in the aggregate in excess of \$ 250,000 for payments of obligations to third party creditors have been accelerated prior to their original stated maturity, or (h) an event of default (as defined in any other agreement between Lessee and Lessor or any of their respective affiliates) has occurred under such other agreement.

13. (A) Upon the occurrence of an Event of Default, Lessor at its option and in addition to its remedies at law, may do any one or more of the following (1) terminate this Agreement and recover damages pursuant to the terms hereof and under applicable law, (2) proceed by any lawful means to enforce performance by Lessee of any and all Lessee's covenants under this Agreement and recover damages for the breach thereof and/or (3) by a written notice of termination "Termination Notice" to Lessee terminate Lessee's right to possession and use of the Unit and thereafter the rental of such Unit shall terminate and Lessee shall deliver possession of such Unit to Lessor in the condition required by Sections 9 and 10 and at a location specified by Lessor. Any/all associated costs related to transportation, labor, cleaning, repairs, disposal shall be borne by Lessee.

(B) If Lessee fails to return the Unit on the date specified in any Termination Notice, Lessor shall have the right to enter into any premises where such Unit is located and retake possession of such Unit. Lessee shall hold Lessor harmless from any liability for any damage caused during any such removal. Lessor shall exercise reasonable care when reclaiming any Unit.

(C) Without further demand, Lessee shall pay to Lessor within five (5) days of the date of any Termination Notice and in respect of each Unit recovered by such Termination Notice, an amount equal to the sum of any unpaid rent of such for all periods up to and including the date such Unit is returned to Lessor.

(D) Each and every power and remedy given to Lessor hereunder shall be in addition to every other power and remedy existing at law or in equity. All such powers and such shall be cumulative and exercise of one shall not be deemed a waiver of the right to exercise any others.

14. This Agreement shall not be assignable by Lessee. Furthermore Lessee will not at any time sub-rent or sublease or otherwise transfer possession of any Unit to any person or business other than Lessor.



15. All notices relating hereto shall be deemed given when sent by telecopy or email with reasonable confirmation of receipt, or sent by certified and regular mail to Lessor or Lessee at its respective address set forth below or at such other address as may from time to time be designated in writing by the party to which notice is to be given.

16. Lessee agrees to grant Lessor, and any person acting on behalf of Lessor, the right to use Lessee's photography for any of Lessor's company business or for marketing purposes. Lessee understands that Lessee's purposes may include, but are not limited to, use in marketing collateral, digital content (websites, email campaigns), publicity, advertising and any internal or external company communications. Lessee further understands the photography will become the property of Lessor and that Lessee will not be compensated for provided permission to photograph. Lessee hereby irrevocably authorizes Lessor, or any person acting on its behalf, to edit, alter, copy, exhibit, publish or distribute any photograph for the purposes described above. In addition, Lessee consents to such use or disclosure without Lessee's prior inspection or approval of the finished product, including written or electronic copy, wherein such photography may appear. Lessee understands that Lessor is not responsible for any use or disclosure of any photography not authorized by Lessor. Lessee holds Lessor harmless from any loss, damage or injury resulting from any such unauthorized use or disclosure.

17. (A) This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any part hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. (1) Lessee shall execute and deliver to Lessor upon Lessor's request such instruments and assurances as Lessor deems necessary or advisable for the confirmation or perfection of this Agreement and the Lessor's rights hereunder. In addition, Lessee agrees to provide Lessor with all information necessary for Lessor to prepare and file all required tax returns and reports concerning the Unit with all appropriate governmental agencies. (2) Lessor's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lessor's right there after to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default. (3) This Agreement represents the entire agreement of the parties with respect to the Unit and maybe executed in any number of counterparts and such counterparts together shall constitute one contract. The terms of this Agreement shall not be waived, modified, altered or amended except in writing signed by the parties hereto. The liabilities and obligations of Lessee arising under this Agreement shall survive the return of any Unit and/or termination of this Agreement for any reasons, Lessee shall have no right or option to buy any Unit. Furthermore, rent payments hereunder are for the use of the Unit and Lessee will not acquire any interest or equity in any Unit as a result of making any such payment(s). Each Unit shall remain personal property of Lessor and shall not be considered a fixture to any real property where such Unit is located at any time.

18. In this Agreement, the following terms shall have the respective meanings given to them (a) "**Acute Hazardous Waste**" means any and all hazardous waste, materials and substance including without limitation, Polychlorinated Biphenyl, contaminants (PCBs, Pentachlorophenols and naturally occurring radioactive materials "NORM"). (b) "**Event of Loss**" means with respect to any Unit, regardless of liability, the loss, theft of, or destruction of such Unit. The requisition or other taking of title to such Unit by a governmental authority or Lessor's commodities or the spills of the Unit contents. (c) "**Loss Notification Date**" means in relation to an Event of Loss, the date on which Lessee notifies Lessor of such Event of Loss, or the date on which Lessor notifies Lessee of such Event of Loss. (d) "**Return Date**" means with respect to the renting of any Unit to Lessee, any date notified by Lessor to Lessee in an applicable invoice as being the day upon which Lessee is required to return such Unit to Lessor or otherwise any day on which Lessee is entitled to and returns such Unit to Lessor in compliance with requirements of this Agreement. (e) "**Terms**" means with respect to the renting of any Unit by Lessee hereunder the period commencing with the delivery of such Unit and continuing until the return date for such Unit and (f) "**Ultra Hazardous Waste**" means any radioactive, corrosive, explosive, or biological waste and materials and hazardous, toxic or dangerous waste material or other substance, whether solid, liquid, gas as defined in the Resource Conservation and Recovery act of 2976 (as amended from time to time) and any successor legislation thereto or regulations promulgated pursuant thereto.

19. As a federal contractor, Lessor's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a). **Lessor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**



20. The terms of this Agreement shall apply to each and every Unit rented by Lessee from Lessor without the necessity of executing a new rental agreement. Every Unit rented by Lessee shall be subject to the terms of the Agreement, and all amendments or modifications.

*Lessee has read, understands, and agrees to the five (5) page Rental Agreement on all orders placed with Lessor (Adler Tank Rentals, LLC.)*

LESSEE: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_