



ADLER TANK RENTALS, LLC
MASTER RENTAL AGREEMENT

This Master Rental Agreement (this “**Agreement**”), dated as of _____, 20____ (the “**Effective Date**”), is entered into by and between Adler Tank Rentals, LLC, a Delaware limited liability company (“**Lessor**”), whose address is 2751 Aaron Street, Deer Park, TX 77536, Attn: Vice President, and _____, a/an _____ (“**Lessee**”), whose address is _____.

1. Lessor agrees to rent to Lessee, and Lessee agrees to rent from Lessor, the Units (as defined below) and to perform such services as may be described on the applicable Work Order or allowed under this Agreement, all on the terms and conditions set forth herein. The terms of this Agreement shall apply to all Units and Services (as defined below) provided to Lessee without the necessity of delivering or executing any other document. No document provided by Lessee, including without limitation, Lessee’s field tickets, bills of lading, forms for receipt, acknowledgments, quotes, work orders, invoices, terms of service or sale, or similar documents (“**Lessee Forms**”), and the terms and conditions associated with such Lessee Forms (without regard to how such form is titled or captioned), shall amend, modify, supplement, waive, or release any term or condition of this Agreement and/or any Work Orders, even if such Lessee Forms are signed by an agent or representative of Lessor. The terms and conditions of this Agreement shall prevail over any Lessee Forms, and any inconsistent or additional terms and conditions in Lessee Forms shall be deemed void ab initio and of no force or effect.

2. Lessee shall pay rent for each Unit at the rate(s) specified in the applicable Work Order or invoice (the “**Rent**”), together with all additional charges (if any), which are referred to in such Work Order or invoice, and all applicable sales and use taxes, within Net 30 days following the date of Lessor’s invoice. 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 without deduction, set-off, counterclaim, recoupment, defense, notice or demand whatsoever. The term of this Agreement shall commence on the Effective Date and continue in perpetuity, unless terminated in accordance with this Section. Either party, at any time, may terminate this Agreement by providing 30 days’ prior written notice to the other party of such termination. Upon termination of this Agreement, any leases of Units shall end and Lessee shall immediately return such Units to Lessor in accordance with the terms set forth in this Agreement.

3. Each Unit will be delivered to Lessee at the location set forth on the applicable Work Order. At the time a Unit is delivered, Lessee shall sign an inspection certificate setting forth the description and general condition of the Unit and the date of delivery. During the Rental Term, Lessee shall not relocate the Unit from the location specified in the applicable Work Order without Lessor’s prior written consent. At the option and cost of Lessee, Lessor may (but shall not be obligated to) provide, relative to or independent from any Unit, the following services (collectively or individually, “**Services**”): (a) delivery, relocation and return freight services, (b) set-up services, (c) cleaning services, and (d) waste and material hauling; all such Services provided shall be at rates set by Lessor and shall be paid by Lessee pursuant to this Agreement. To the extent that Lessor provides any Services in connection with any Unit, the Rental Term shall extend until the performance of such Services has been completed. Any cleaning services will be performed at either the location of the applicable Units or other equipment to be cleaned or a third party wash facility selected by Lessor. If any cleaning pursuant to item (c) above or hauling pursuant to item (d) above requires the removal of any solid, liquid or gas (including, without limitation, any Hazardous Materials), then Lessee shall be listed as the generator of any waste and shall sign any and all manifests, SDS sheets, and other documentation required by Lessor in connection with such cleaning or hauling (including, without limitation, any removal and/or disposal). Lessee agrees that it shall return all Units Cleaned of Contents (as defined below), in compliance with all applicable federal, state or local laws, rules and regulations, including without limitation, Environmental Laws and the Occupational Safety and Health Act, as amended (collectively, “**Applicable Law**”), and good commercial practices at Lessee’s sole cost, to the Lessor facility from which the Unit was originally mobilized with full freight being borne by Lessee.

4. In this Agreement, the following terms shall have the respective meanings given to them: (a) “**Abnormally Dangerous Materials**” means any radioactive material or waste, except for TENORM, or explosive material or waste, (b) “**Acute Hazardous Waste**” means any and all hazardous waste with a waste code designated by the Environmental Protection Agency beginning with the letter “P”, or any of the following "F" codes: F020, F021, F022, F023, F026, and F027; or any state-only hazardous waste with a waste code beginning with the letters "P" or "ORP"; or with a



hazard code assigned by EPA of “H” in Title 40, Part 21, Subpart D of the Code of Federal Regulations; and including without limitation, Polychlorinated Biphenyl and other contaminants including PCBs, Pentachlorophenols, and naturally occurring radioactive materials (“NORM”), (c) “**Contents**” means any and all materials, contents, commodities, accumulations, residues, debris and/or deposits within or on any Unit, (d) “**Environmental Laws**” means any federal, state or local law, ordinance, rule, regulation, enforceable policy, order, permit, license, decree, common law, or treaty now or hereafter in force regulating relating to or imposing liability or standards with respect to the protection of human health and safety and the environment including, without limitation, those concerning Hazardous Materials, (e) “**Event of Loss**” means with respect to any Unit (regardless of liability) the loss, theft of, or destruction of such Unit. It shall also mean the requisition or other taking of title to such Unit by a governmental authority or of any Unit’s Contents or the spills or Release of the Unit’s Contents, (f) “**Hazardous Materials**” means any material or substance regulated or identified as hazardous substances, hazardous material, hazardous waste, toxic substance, pollutant, contaminant, or solid waste in or by any present or future federal, state or local laws, statutes, codes, ordinances, rules, regulations, standards, policies or guidelines, as well as common-law, relating to protection of human health or the environment, or relating to hazardous materials, hazardous waste, or pollution or contamination of any kind, (g) “**Hazardous Waste**” means any solid waste that is specifically listed under the Resource Conservation and Recovery Act (as amended) as a known hazardous waste which include common manufacturing and industrial processes from specific industries and certain discarded commercial products or which exhibits one or more of the following characteristics: ignitability, corrosivity, reactivity or toxicity, (h) “**Loss Notification Date**” means with respect 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, (i) “**Pollution**” means the release into the environment, including but not limited to release into the air, water, ground, subsurface, or groundwater of any Hazardous Materials, pollutant or contaminant regulated by any present or future federal, state or local laws, statutes, codes, ordinances, rules, regulations, standards, policies or guidelines, as well as common-law, relating to protection of human health or the environment, or relating to hazardous materials, hazardous waste, or pollution or contamination of any kind, (j) “**Release**” means any spill, leak, emission, discharge or disposal of Hazardous Materials into the environment or into any structure, (k) “**Rental Term**” means, with respect to any Unit, the period commencing with the delivery of such Unit and continuing until the Return Date for such Unit, (l) “**Return Date**” means, with respect any Unit, the date on which such Unit is returned to Lessor in compliance with the terms of this Agreement (including without limitation being Cleaned of Contents), and all applicable Services in connection with such Unit have been performed, (m) “**Units**” means the equipment and other goods identified in each Work Order, or otherwise which Lessee or its customer or agent has taken delivery, assignment, or possession of, together with all replacements, repairs, additions, attachments and accessories thereto, and “**Unit**” means any one of the Units, and (n) “**Work Order**” means any work order, quotation, or similar agreement or document issued by Lessor to Lessee.

5. (A) LESSEE SHALL NOT USE ANY UNIT FOR THE STORAGE, SHIPMENT OR CARRIAGE OF ABNORMALLY DANGEROUS MATERIALS. LESSEE SHALL NOT PERMIT ANY UNIT TO BE USED FOR THE STORAGE, SHIPMENT, OR CARRIAGE OF ACUTE HAZARDOUS WASTE OR HAZARDOUS WASTE WITHOUT LESSOR’S PRIOR WRITTEN CONSENT, SUCH WRITTEN CONSENT TO BE OBTAINED AT OR PRIOR TO THE TIME OF WORK ORDER ISSUANCE BY LESSOR. UNITS USED FOR THE STORAGE OF ACUTE HAZARDOUS WASTE OR 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 THERE ARE NO DETECTABLE LEVELS OF ACUTE HAZARDOUS WASTE OR HAZARDOUS WASTE RESIDUALS IN THE UNIT USING AN ANALYTICAL METHOD WITH A DETECTION LIMIT SATISFACTORY TO LESSOR IN ITS SOLE DISCRETION.

(B) Lessee shall, upon request, advise Lessor of the exact location and condition of any Unit. At all reasonable times and following reasonable notice to Lessee, Lessee hereby grants Lessor and its agents an irrevocable right to access and enter any job site, storage site, yard, or other location where any Unit is located for purposes of inspection of the condition of such Unit and determining Lessee’s compliance with this Agreement, and if Lessee is in default, retrieval of such Unit.

(C) Lessee represents and warrants that it shall be solely responsible for determining the chemical compatibility of any material or substance to be placed or put into or on any Unit and the specific Unit ordered. Lessee shall be responsible for knowing the specifications of any Units, liners, gaskets, hoses or other equipment associated with a Unit, and further acknowledges that as the generator, it is familiar with all chemicals, materials or waste to be placed or stored in the Unit and the process or activities associated with the generation or storage of such chemicals, materials or waste; therefore, Lessee shall not hold Lessor responsible for determining which Unit is appropriate or



recommended for a particular job, activity or work order.

6. (A) Lessee shall: (1) be responsible for all repairs and maintenance needed to maintain each Unit in good efficient working order, condition and repair (normal wear and tear from permitted uses hereunder excepted), and at a minimum in accordance with manufacturers' specifications and recommendations, instructions provided or communicated by Lessor (if any), and Applicable Law, and (2) maintain and use each Unit in a careful and proper manner and in accordance with manufacturers' specifications and recommendations, instructions provided or communicated by Lessor (if any), and Applicable Law. Lessee shall be solely responsible for bonding and grounding each Unit in accordance with the National Fire Prevention Association standards, industry best management practices, manufacturers' specifications and recommendations, site/location specific requirements and Applicable Law. Lessee acknowledges that it is a sophisticated user of the Units. If Lessee fails to perform any such repairs, Lessor may cause such repairs to be made and, within 15 days of receipt of Lessor's invoice for such repairs, Lessee shall pay the cost of such repairs and Lessor's expenses in connection therewith.

(B) Lessee shall not allow any Unit to come into contact with any substance (including, without limitation, any Hazardous Materials, Acute Hazardous Waste, or Hazardous Waste) that may or will cause the corrosion, dissolution, or disintegration or other damage to or leakage from such Unit. Lessor shall not be responsible for the cost of any contents stored or used in any Unit, or any other cost associated therewith, or for any contents or other materials stored in or contacting the Unit while leased to Lessee.

7. (A) Lessee assumes and bears the risk of loss and damage to each 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, and Rent will continue to accrue during any period when the Unit is damaged or being inspected or repaired or cleaned. In the event of damage to a Unit, the determination of whether the Unit is beyond economic repair shall be at Lessor's sole discretion. Lessee shall, at its sole cost and expense, be responsible for the repair of any loss or damage to the Unit while leased to Lessee. If Lessee fails to repair any loss or damage to the Unit, Lessor may undertake repairs, and Lessee shall pay to Lessor the cost of such repairs within 15 days of receipt of Lessor's invoice for such repairs, including the removal, storage, and disposal of any Contents from the Unit as needed to complete the repairs.

(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. 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, and (2) all other amounts, including but not limited to Rent, which may be due to Lessor under this Agreement with respect to such Unit. In connection with any Event of Loss and/or any Release or Pollution event, Lessee shall also be responsible for the costs and expenses related to such event, including but not limited to: (i) emergency response, (ii) investigation/assessment, (iii) remediation/monitoring, and/or (iv) fines/penalties in connection with the Event of Loss and/or the Release or Pollution event. Until the date on which Lessee has made full payment to Lessor of all such amounts set forth in this Section 7(B), Rent for such Unit shall continue to accrue. Upon the occurrence of any material damage to a Unit, Lessee shall notify Lessor promptly (in any event within 24 hours after Lessee's knowledge of such occurrence) following the date of the damage. Lessee shall immediately pay for the repair and restoration of the Unit.

(C) Lessee agrees that ownership of a Unit is transferred to the Lessee at the time of payment for the Unit which has suffered an Event of Loss, and Lessee accepts all liability under Applicable Law, and Lessee will sign any and all documents requiring designation of ownership. Lessee shall be solely responsible for the proper handling, storage and disposal of any Unit and the associated Contents (in accordance with Applicable Law) 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 7(B) in consequence of such Event of Loss.

8. (A) Lessee, at its sole cost and expense, shall at all times while this Agreement is in effect, carry and maintain in full force and effect: (1) Commercial General Liability insurance, in a minimum amount of \$5,000,000 per occurrence, with broad form coverage, including without limitation, coverage for losses with respect to personal injury, death, or property damage suffered upon, in, or about any premises occupied by Lessee and occurring as a result of the ownership, renting, sub-renting, maintenance and/or operation of any Unit, and coverage for explosion, collapse and underground exposure (XCU) and contractual liability, (2) "All Risk" property insurance for each Unit in an amount at least equal to the replacement value of such Unit, and (3) Environmental Impairment Liability insurance or other insurance covering liability for Pollution emanating from or caused by storage of Hazardous Materials, pollutants or contaminants in the Unit, in a minimum amount of \$5,000,000 per occurrence.



(B) All policies of insurance shall: (1) be issued with insurance carriers having an *A.M. Best's* rating of "A-" or better, and an *A.M. Best's* financial size category of "VII", or greater, (2) name Lessor as an Additional Insured under the liability insurance policies described in Section 8(A) above, and Loss Payee under the property insurance policy described in Section 8(A) above, (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 effected by Lessor. The liability policies shall contain cross-liability and waiver of subrogation provisions. Lessee shall upon request, and prior to receiving possession of any Unit, furnish Lessor with appropriate written evidence of the insurance required under this Section 8, including Certificates of Insurance and additional insured and loss payee endorsements and all other required endorsements. Any failure by Lessor to obtain or receive Certificates of Insurance or any endorsements prior to leasing or delivering the Units to Lessee will not be deemed a waiver of Lessee's obligations to procure and maintain the insurance specified herein.

9. Lessee shall not: (a) directly or indirectly create, incur or suffer to exist any mortgage, pledge, encumbrance, charge, security interest, judgment lien, 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, or (b) alter or make any attachments to the Unit.

10. (A) Lessee shall return each Unit to Lessor at the Lessor facility from which the Unit was originally delivered with all costs associated with the return of such Unit being borne by Lessee. Lessee shall, at Lessee's sole cost and expense, return each Unit to Lessor (1) in the same condition as such Unit was in at the time it was delivered to Lessee (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 Rental Term thereof, and (3) empty and cleaned of all Contents so that there is no measurable amount of any Contents remaining in such Unit ("**Cleaned of Contents**"), and Lessee shall be identified as the generator of any waste, and shall sign all disposal manifests and associated documents; if Lessee is unable or refuses to sign such documents, it appoints Lessor on Lessee's behalf to sign such documents, and Lessee shall with its generator knowledge characterize or assist in the characterization of the waste. Prior to returning any Unit to Lessor, Lessee shall make the Unit available to Lessor (and/or Lessor's designee) to inspect and determine whether the Unit is in acceptable condition for return, which determination shall be in Lessor's sole discretion. If Lessor determines that any Unit is not in acceptable condition for return, then Lessor or Lessor's designee may, at Lessor's option and in its sole discretion, (i) cause the Unit to be repaired and/or Cleaned of Contents (as applicable) (including without limitation, by directing the Unit to any cleaning, disposal, and/or repair facility selected by Lessor), in each case with all associated costs and expenses for such (including without limitation, transportation, labor, repair, cleaning and any disposal of materials) being fully borne by Lessee or (ii) reject the return of the Unit (in which case the Rental Term shall continue) and require that Lessee make the required repairs and/or cleaning (at Lessee's sole cost and expense) and afterwards make the Unit available for another inspection in accordance with the terms herein. To the extent that Lessor causes any Unit to be repaired and/or Cleaned of Contents, the Rental Term shall extend until such repair and/or cleaning has been completed and the Unit has been returned to Lessor. Lessee shall pay all associated charges including cleaning and waste disposal costs. Upon the return of any Unit and Lessor's acceptance thereof, Lessee shall sign an inspection certificate setting forth the description and general condition of the Unit and the date of return.

(B) Lessor, in its sole discretion, shall have the right to have any Unit tested by a reputable independent testing laboratory for the presence of Acute Hazardous Waste, Hazardous Waste, Hazardous Materials and/or other environmental contaminants. Such testing will be at Lessor's expense unless the test reveals the presence of Acute Hazardous Waste, Hazardous Waste, Hazardous Materials 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 Contents, 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 and agents of the Lessor authorized under this Agreement to perform the foregoing tasks in the name of the Lessee, from and against any and all costs, liabilities, losses, fees, claims, damages, penalties, fines and expenses which may be asserted against or incurred by the Lessor arising out of or in connection with: (i) the Lessor being alleged to be the generator of Hazardous Materials, hazardous waste, pollutants or contaminants cleaned or removed from any Unit, (ii) the presence in or leakage from any Unit of Hazardous Materials, pollutants or contaminants of any kind, (iii) the disposal of any Hazardous Materials or other pollutants or contaminants contained in any Unit at any time while leased to Lessee, or (iv) the investigation, emergency response, assessment, removal or remediation of any Hazardous Materials or other pollutants or contaminants which may have been released from any Unit while leased to Lessee. This indemnification shall survive the expiration or earlier termination of this Agreement.



11. LESSEE ACKNOWLEDGES AND AGREES THAT LESSEE IS LEASING THE UNITS FROM LESSOR, AND LESSOR IS LEASING THE UNITS TO LESSEE, ON AN “AS IS, WHERE IS” BASIS, WITH “ALL FAULTS” AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST LESSOR. LESSOR MAKES NO WARRANTY WHATSOEVER, AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE UNITS AND SERVICES, INCLUDING WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (C) WARRANTY AS TO THE DURABILITY, CONDITION, QUALITY, DESIGN, CAPACITY, SUITABILITY, OR PERFORMANCE OF ANY UNIT, OR (D) WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. LESSEE ASSUMES ALL RISKS ASSOCIATED WITH THE UNITS AND SERVICES AND RELEASES LESSOR FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND PUNITIVE, SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES) IN ANY WAY CONNECTED WITH THE UNITS (INCLUDING WITHOUT LIMITATION, THE OPERATION OR USE OR ANY DEFECT OR FAILURE OF THE UNITS) OR SERVICES OR ANY BREACH OF LESSOR’S OBLIGATIONS UNDER THIS AGREEMENT. LESSEE AGREES THAT LESSOR SHALL NOT BE LIABLE FOR ANY DELAY IN DELIVERY OR SET UP OF, OR ANY FAILURE TO DELIVER OR SET UP, ANY UNIT OR ANY OTHER DELAY IN LESSOR’S PERFORMANCE OF SERVICES. LESSEE HAS SELECTED ALL UNITS FOR LESSEE’S INTENDED USE AND RECOGNIZES THAT LESSOR IS NOT A DESIGNER OR MANUFACTURER OF ANY UNIT.

12. (A) **LESSEE’S DUTY TO INDEMNIFY:** LESSEE SHALL INDEMNIFY, DEFEND, RELEASE, AND HOLD HARMLESS, REGARDLESS OF LIABILITY AND REGARDLESS OF THE NEGLIGENCE OF LESSOR INDEMNIFIED PARTIES, LESSOR, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS, CONTRACTORS, AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, VENDORS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (COLLECTIVELY, THE “**LESSOR INDEMNIFIED PARTIES**”) FROM AND AGAINST ANY AND ALL LOSSES, FEES, COSTS, EXPENSES, CLAIMS, LIABILITIES, DAMAGES, PENALTIES, FINES, FORFEITURES, AND SUITS (INCLUDING COSTS OF DEFENSE, SETTLEMENT AND REASONABLE ATTORNEYS’ FEES, ENVIRONMENTAL CONSULTANTS AND EXPERT WITNESS FEES AT TRIAL AND ON APPEAL) (COLLECTIVELY, “**LOSSES**”) RELATING TO OR ARISING OUT OF OR IN CONNECTION WITH: (1) ANY BREACH OR NON-FULFILLMENT OF ANY COVENANT, AGREEMENT, OR OBLIGATION TO BE PERFORMED BY LESSEE PURSUANT TO THIS AGREEMENT, OR ANY INACCURACY IN OR BREACH OF ANY OF THE REPRESENTATIONS OF LESSEE SET FORTH IN THIS AGREEMENT, (2) THE OCCURRENCE OF ANY EVENT SET FORTH IN SECTION 13, (3) THE SELECTION, USE, POSSESSION, DELIVERY, RENTING, LEASING, SUBLEASING, OPERATION, TRANSPORT, MAINTENANCE, CONDITION, REPAIR, REPLACEMENT, REPOSSESSION, RETURN OR STORAGE OF ANY UNIT OR ANY SERVICES, (4) ANY FAILURE BY LESSEE OR ANY OF ITS AFFILIATES, AGENTS OR SUBCONTRACTORS OR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, OR AGENTS TO COMPLY WITH ANY APPLICABLE LAW IN CONNECTION WITH ANY UNIT OR THE SERVICES OR THIS AGREEMENT, (5) ANY DEATH OR BODILY INJURY TO ANY PERSON, DESTRUCTION OR DAMAGE TO ANY PROPERTY, CONTAMINATION OF OR ADVERSE EFFECTS ON THE ENVIRONMENT, POLLUTION OR RELEASE, (6) ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF LESSEE OR ANY OF ITS AFFILIATES, AGENTS OR SUBCONTRACTORS OR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, OR AGENTS FOR ANY ACTION RELATED TO OR ANY USE OF ANY UNIT, (7) ANY NONCONFORMING WASTE (DEFINED BELOW), OR (8) ANY ACTION BY THE U.S. EPA OR OTHER GOVERNMENTAL AGENCY RELATING TO THE INVESTIGATION, ASSESSMENT, MONITORING OR REMEDIATION OF THE DISPOSAL SITE WHERE WASTE WAS DISPOSED INCLUDING, WITHOUT LIMITATION, ANY LIABILITY ASSESSED AGAINST LESSOR AS A GENERATOR, TRANSPORTER OR ARRANGER OF THE WASTE. THIS INDEMNITY SHALL APPLY EVEN IF SAID LOSSES ARE OCCASIONED, BROUGHT ABOUT OR CAUSED BY THE CONCURRENT NEGLIGENCE OF ANY LESSOR INDEMNIFIED PARTY OR ANY OF THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES OR SERVANTS. THIS INDEMNIFICATION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

(B) Lessee agrees to be responsible for all charges, fees and taxes (local, state and federal) levied or assessed upon Lessee or Lessor relating to the ownership, leasing, rental, sale, possession, use or operation of each Unit (including, without limitation, sales, use and personal property taxes); provided, however, that the foregoing obligation shall not



apply to any local, state or federal income tax assessed against the Lessor as a result of this Agreement which shall continue to be the obligation of Lessor. Lessee shall pay all such taxes for which it is responsible to the appropriate taxing authorities or, if directed or invoiced by Lessor, pay such amounts to Lessor for remittance by Lessor to the appropriate taxing authorities.

(C) TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, LESSOR'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE VALUE OF RENTAL FEES AND ALL OTHER AMOUNTS PAID BY LESSEE AND RECEIVED BY LESSOR UNDER THIS AGREEMENT FOR THE UNITS AND/OR SERVICES GIVING RISE TO THE CLAIM, AND LESSOR SHALL HAVE NO LIABILITY TO LESSEE OR ANY THIRD-PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

13. 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 8; or (c) Lessee fails to comply with any provision in this Agreement governing the use of any Unit; or (d) Lessee fails to perform or observe any covenant, condition, or agreement to be performed or observed by it hereunder and such failure continues for a period of 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, assignment for benefit of creditors, or other laws relating to the relief of debtors, the readjustment of indebtedness, financial reorganization, arrangement with creditors, composition of or extensions of indebtedness; 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 excess of \$250,000 (in the aggregate) for payments of obligations to third party creditors have been accelerated prior to their original stated maturity; or (h) the occurrence of a breach or default by Lessee or any affiliate of Lessee under any other agreement between Lessee and Lessor or any of their respective affiliates ; or (i) Lessee's breach of Section 16 below; or (j) Lessee fails to return any Unit to Lessor within five (5) days after Lessor's demand, or (k) the occurrence of any Pollution or Release caused by Lessee and/or any Unit.

14. (A) Upon the occurrence of an Event of Default, Lessor, at its option and in addition to all other rights and remedies available to Lessor under Applicable Law and equity, may do any one or more of the following: (1) immediately 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 immediate termination ("**Termination Notice**") to Lessee, terminate Lessee's right to possession and use of any and all Units, upon which the rental of such Units shall terminate and Lessee shall immediately deliver possession of such Units to Lessor in the condition required by this Agreement (including, without limitation, by Section 10) and at a location specified by Lessor. Any and all costs and expenses associated with Lessor exercising Lessor's rights and remedies under this Agreement and Applicable Law and equity (including, without limitation, all attorneys' fees and legal costs and expenses, transportation, labor, cleaning, repairs, and disposal) shall be borne by Lessee.

(B) If Lessee fails to return any Unit immediately after Lessor's delivery of a Termination Notice, then Lessor shall have the right to enter into any location where such Unit is located, retake possession of such Unit, and sell, transfer, clean/Clean(ed) of Contents, and/or dispose of all Contents of such Unit, which shall be at Lessee's sole cost and expense. Lessee shall grant Lessor access or obtain the access required to the location where such Unit is located in order for Lessor to retake possession of the Unit. Lessee shall assist Lessor with any access issues to retake possession of the Unit. Lessee shall reimburse and hold Lessor harmless from any costs and expenses incurred in the repossession of such Unit and any sale, transfer, cleaning and/or disposal of any contents, and from any liability for any damage caused during any such removal.

(C) Without further demand, Lessee shall pay to Lessor within five (5) days of the date of any Termination Notice all amounts owed to Lessor under this Agreement in connection with the Units covered by such Termination Notice, including, without limitation, an amount equal to the sum of any unpaid Rent for all periods up to and including the date such Units are returned to Lessor in compliance with the terms of this Agreement.

(D) Each and every right and remedy available to Lessor under this Agreement shall be in addition to, and not in limitation of, each and every right and remedy available to Lessor under Applicable Law and equity. All such rights and remedies shall be cumulative, and the waiver or exercise of any one or more rights or remedies shall not be deemed to be a waiver on any future occasion or a waiver of any other available right or remedy. Lessor shall be entitled to all



costs and expenses (including, without limitation, all attorneys' fees and legal costs and expenses) incurred by Lessor in enforcing any of the terms or provisions of this Agreement.

15. (A) In the event Lessee requests Lessor to perform Services for material or waste hauling, or due to residual material or Contents left within any Unit the Lessor is required to clean and/or transport or arrange for the transportation of any wastes, materials, or other Contents from the Units or Lessee's site or any other site, then Lessee shall provide Lessor (and, if applicable, its agent) with an accurate description of all industrial, non-hazardous, or Hazardous Materials or substance or any other waste materials involved in the requested Services, including without limitation, all relevant information reasonably available to Lessee concerning the chemical composition, physical characteristics, quantity, toxicity, or potentially hazardous properties of the waste. Lessee warrants that it has communicated to Lessor (and, if applicable, its agent) those hazards and risks known or learned by Lessee to be incident to the handling, storage, transportation of the waste and materials and that the Units shall be marked and labeled and otherwise be in conformance with Applicable Law.

(B) Lessee shall arrange for, select, designate, and communicate to Lessor all recycling, reclamation, treatment, storage, or disposal facilities to which Lessor is to transport the waste or materials (the "**Disposal Facility**"), and that any containers of waste or materials delivered to Lessor will be marked labeled and otherwise in conformance with Applicable Law. Lessor shall ensure that any such Disposal Facilities selected to receive the waste are properly permitted to receive the waste under Applicable Law.

(C) Lessor shall not be responsible for handling, transporting, storing, treating, processing or disposing of Nonconforming Waste. Waste materials shall be deemed to be nonconforming if they cannot be handled, transported, stored, treated, processed, or disposed of as anticipated by the Lessor because (i) they are not in accordance with Lessee's commitments, (ii) there was a change in government regulation, change in the composition of the waste materials, or other factors beyond Lessor's control, (iii) the waste materials have constituents or components for which the Disposal Facility is not permitted to handle, store, treat, process, load, or transport; or (iv) the waste materials are rejected as unacceptable for disposal by the Disposal Facility (collectively "**Nonconforming Waste**"). In the event any wastes are Nonconforming Waste, Lessee shall pay Lessor for all expenses, costs and charges in connection with handling, loading, preparing, transporting, storing, and caring for such Nonconforming Waste.

16. Lessee shall not assign any of its rights or delegate any of its obligations under this Agreement or any Work Order without the prior written consent of Lessor. Any purported assignment or delegation by Lessee in violation of this Section shall be null and void. Lessee shall not at any time sublease or transfer possession, control, or custody of any Unit to any person or entity without the prior written consent of Lessor (and any transferee executing Lessor's form of Master Rental Agreement and the Lessee and transferee executing such other documentation with respect to the Unit as required by Lessor).

17. Lessor and Lessee shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") in writing and addressed to the other party at the addresses set forth on the first page of this Agreement (or to such other address that the receiving party may designate from time to time in accordance with this Section). Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid).

18. This Agreement shall be governed by and construed in accordance with the laws of the State where the applicable Unit is located. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon Lessor's request, Lessee shall execute and deliver to Lessor any instruments, documents, and/or assurances that Lessor deems necessary or advisable to confirm that Lessee will perform as required under, or is otherwise in compliance with, this Agreement, or to protect Lessor's rights and interests under this Agreement or in connection with any Unit. Lessee agrees to provide Lessor with all information necessary for Lessor to prepare and file all required tax returns and reports concerning any Unit with all appropriate governmental agencies. If Customer is one or more persons or entities, then Customer's obligations and liabilities under this Agreement shall be joint and several. Lessor's failure at any time to require strict performance by Lessee of any of the provisions of this Agreement shall not waive or diminish any right of Lessor to subsequently demand strict compliance with such provision or any other provision of this Agreement. Lessor's waiver of any default or term or condition of this Agreement shall not constitute a waiver of any rights or remedies provided to Lessor in this Agreement and shall not in any manner affect the rights of Lessor to enforce any of the provisions set forth in this Agreement. This Agreement, together with the Work Orders, constitutes the sole and



entire agreement and understanding of Lessor and Lessee and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, that may exist between the parties. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original of this Agreement for all purposes. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or similar electronic means (including Adobe Portable Document Format (PDF) and the like) and Lessor and Lessee agree that such execution and delivery shall have the same force and effect as delivery of an original document with original signatures and that such signatures may be used as evidence of the execution and delivery of this Agreement to the same extent that an original signature could be used. This Agreement shall be binding upon and inure to the benefit of Lessor and Lessee and their respective successors and permitted assigns. It is the understanding and intention of Lessor and Lessee that no relationship of master and servant, principal and agent or employer and employee shall exist between Lessor and Lessee, and their respective employees, agents, or representatives. The terms of this Agreement shall not be superseded, waived, modified, altered or amended except as expressly stated in a written document stating an intent to so supersede, waive, modify, alter or amend this Agreement and which has been signed by Lessee and an officer of Lessor. The liabilities and obligations of Lessee arising under this Agreement shall survive the return of any Unit, the completion of any Services, and/or the termination of this Agreement for any reason. 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 payments. Each Unit shall remain the personal property of Lessor and shall not be considered a fixture to any real property where such Unit is located at any time.

19. As a federal contractor, Lessor is 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 and Lessee 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. A recurring Environmental Recovery Fee (“ERF”), which is subject to change from time to time, at the discretion of Lessor, will be charged at a rate of 1.5% of the Lessee’s overall rental charges on tank and box products, excluding taxes. The ERF is not a government mandated or imposed fee, surcharge or tax charged to Lessor, but is intended to help recover company-wide environmental, health and safety activity and compliance costs. Please go to www.adlertankrentals.com/erf-disclosure for further information regarding the ERF.

21. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY WORK ORDER ISSUED UNDER THIS AGREEMENT.

22. The terms of this Agreement shall apply to each and every Unit without the necessity of executing any other agreement or other document. Every Unit shall be subject to the terms of this Agreement, as amended or modified in accordance with the terms hereof.

Lessee has read, has had an opportunity to consult with counsel of its own choosing, understands, and agrees to be bound by the terms and provisions of this Master Rental Agreement by and between Lessee and Lessor (Adler Tank Rentals, LLC), and has caused this Agreement to be executed as of the Effective Date by its officer duly authorized.

LESSEE: _____

Signature: _____

Name: _____

Title: _____

Date: _____