

ADDITIONAL RENTAL TERMS AND CONDITIONS

1. DEFINITIONS: All Rented Equipment is detailed in the Rental Contract. Rental fees are charged within each 28-day billing cycle. A Rental Day is equal to one calendar day. A Rental Week is equal to seven (7) calendar days. A Rental Month is equal to twenty-eight (28) calendar days. All rental rates (“Scheduled Rates”) are outlined in the Rental Contract. The Standby Rate is 75% of the Scheduled Rate. Standby is for a “second” or additional back-up pump to be running only in the event the primary pump cannot operate. If the standby pump operates for any reason other than failure of a primary pump, the Scheduled Rate will apply to the Standby Pump. For diesel equipment, all Scheduled Rates are based on an up to 8-hour per day shift. If diesel equipment is used for a more than eight (8) hours in a day, the Scheduled Rate for the day shall be charged at 150%. If diesel equipment is used for more than sixteen (16) hours in a day, the Scheduled Rate shall be doubled.

2. BILLING CYCLES. Billing cycles on Rented Equipment are defined as follows: 3-7 Days = 1 Week; 8 Days = 1 Week and 1 Day; 9 Days = 1 Week and 2 Days; 10-14 Days = 2 Weeks; 15 Days = 2 Weeks and 1 Day; 16 Days = 2 Weeks and 2 Days; 17-28 Days = 1 Month. Billing cycles for C.O.D. Customers are defined as follows: 3-7 Days = 1 Week.

3. INSURANCE COVERAGES. Customer is responsible for obtaining property coverage at replacement cost of the Rented Equipment. Company d/b/a Velocity shall be included as a loss payee. General liability coverage shall contain limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, a waiver of subrogation and that the insurance is primary and non-contributory to any other available insurance. A copy of the Certificate of Insurance shall be provided to the Customer’s contact at Company.

4. ENVIRONMENTAL FEE: Environmental Fee is charged at 1.75% of the Rental Charge for all Rented Equipment.

5. RETURNING RENTED EQUIPMENT. All Rented Equipment shall be returned in as clean as the condition when it was delivered to Customer. If the Rented Equipment is not returned in this manner, a cleaning charge will be added to the final invoice. This cleaning charge will consist of a time and material charge based on the time needed to perform the necessary cleaning, and the required materials

6. OFF RENT CALL CONFIRMATION: For Rented Equipment the Company is picking up, it is the responsibility of Customer to call into the Company’s local branch office and obtain an Off Rent - Call Confirmation Number. This call serves as notification that the Rented Equipment is disassembled, properly decontaminated, and staged in one readily-accessible area available for immediate pick-up. Rental and/or labor charges will accrue if the Rented Equipment is not cleaned and staged for removal.

IMPORTANT: Obtaining an Off Rent-Call Confirmation Number does not release Customer from its obligations to safeguard and secure Rented Equipment, including maintaining required Insurance Coverages, while Rented Equipment remains under Customer’s care, custody or control, until the return of all Rented Equipment to Company. Customer shall remain responsible for all loss or damage arising from Customer’s failure to safeguard and secure Rented Equipment while awaiting pickup, or until returned by Customer to Company.

7. DIESEL EQUIPMENT MAINTENANCE. All diesel engine driven Rented Equipment requires preventative maintenance every 250 hours of runtime. This is the responsibility of the Customer. Company can provide this service at an additional cost. Overdue maintenance fees will be charged when Rented Equipment is returned without proof of preventative maintenance services. Fees will be charged based upon the number of 250-hour maintenance windows missed during the rental, plus any additional damages which may have been incurred due to lack of proper maintenance of the Rented Equipment.

8. FUELING DIESEL EQUIPMENT. Fuel for diesel engine driven Rented Equipment is not part of this Proposal and/or Agreement and is the responsibility of Customer. An auxiliary fuel tank can be provided for an additional charge.