

# Fast Flow Rental Agreement

Agreement Intent. Fast Flow, LLC terms and conditions will apply to all tools and equipment rented by Fast Flow, LLC. Terms and conditions apply to all rentals of Fast Flow, LLC's property.

Terms and Conditions. Customers of Fast Flow, LLC will accept and agree to all rental terms and conditions of lease, as outlined in this rental agreement.

Ownership of Property. Fast Flow, LLC's rental equipment will always remain the property of Fast Flow, LLC. Care, Custody, and Control of Fast Flow, LLC's rental equipment will remain the responsibility of the Customer until the rental equipment lease is terminated and equipment is returned to the Fast Flow, LLC world headquarters, located at 9700 Hwy 63, Moss Point, MS 39562.

Rental Period. A minimum of three (3) days rental will be charged on all equipment. Long term rental agreements are available and any term or condition for the same shall be agreed upon by both Fast Flow, LLC, and the Customer prior to commencement of the equipment rental. For local Customers, the rental period begins when the equipment leaves Fast Flow's facility. For Local customers, the rental period ends when the equipment is returned to Fast Flow's facility. If the rental equipment must be shipped, the rental period begins the day after the equipment is delivered to the customer. If the rental equipment must be shipped, the rental period ends the day before the equipment is shipped to Fast Flow's facility. Fast Flow rental cycles are 28 days.

Transporting of Equipment. The Customer will be responsible for all transportation and freight charges. The Customer is fully responsible for any loss or equipment damage. If damage occurs during transportation of the equipment, it shall be the responsibility of the Customer. Fast Flow can provide "Hot Shot" delivery & return transportation through third party DOT approved carriers. Unless previous arrangements are made, no return equipment will be unloaded between the hours of 5:00PM and 8:00AM. After hours services will require a minimum charge of \$200; if time required exceeds 3 hours, we charge \$75 per hour per technician.

Hold Harmless Policy. The Customer agrees to indemnify, defend, and hold Fast Flow, LLC harmless from any and all damages, third party claims, or losses by the Customer or their Agent(s), which may result from rental, usage, or transportation of Fast Flow, LLC's equipment.

Modification of Equipment. The Customer is strictly prohibited from by-passing any safety devices or making any modifications to Fast Flow's equipment.

Option to Renew. If the Customer is not in default upon the expiration of the rental period, the customer shall have the option to renew the rental period for a similar duration on such terms as the parties may agree at the time of such rental.

Insurance Coverage Requirements. The Customer shall at all times carry insurance coverage as outlined below. Customer to provide a copy of their GL insurance policy certificate.

## General Liability:

Limits:  
\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Completed Operations Aggregate

## Automobile Liability:

Limits:  
\$1,000,000 Combined Single Limit Each Accident Coverage: All Owned, Non-Owned, Hired Vehicles or any Auto  
\_\_\_\_\_ Additional Insured Endorsement and Waiver of Subrogation Required

## OTHER (All Risk Property Equipment Coverage):

Loss Payee endorsement on leased/rented equipment

## Customer Responsibility.

1. The Customer will be held financially responsible for misrepresentation of the variables that Fast Flow's equipment will encounter. Examples of these variables include HPU power, material being moved, tank/storage design, length of transfer, etc. This information is crucial to ensure that the Fast Flow sales staff recommends the correct equipment for the Customer's job. It is the Customer's responsibility to accurately provide this information prior to rental.
  2. The Customer is responsible for the onsite management, maintenance, and operation of all rented equipment. Additionally, it is wholly the Customer's responsibility for adherence of and compliance with applicable permits, regulations and code requirements.
  3. The Customer will be responsible for adhering to the agreed-upon rental period dates and for returning all rented equipment by the end date of the rental period. Fast Flow will allow for a two (2) day grace period after the end date of the rental period to accommodate shipping. Equipment kept longer than the duration of the rental period will be presumed as still on "RENT" status and will continue to be billed accordingly until the equipment is returned to Fast Flow.
  4. The Customer assumes risk for Severe Service applications that includes damage when pumping abrasive solids, rocks, and chemical attack to Fast Flow's pumps.
  5. All costs for repair parts and labor to damaged equipment will be charged to the Customer.
  6. The Customer agrees to clean and decontaminate all equipment before returning equipment to Fast Flow. Customer will be invoiced for cleaning and decontamination.
  7. All returned equipment will be assessed at the Fast Flow facility in Moss Point, MS. Fast Flow reserves the right to bill for repairs, cleaning, and/or refueling of all returned equipment within thirty (30) days after its return to the Fast Flow facility. Repair work is billed on a time and material basis: Fast Flow charges \$95.00 per hour plus the cost of materials for all repair work.
  8. Rental equipment lost, not returned, or damaged beyond repair will be billed to the Customer at the current replacement prices.
  9. Rental equipment lost, not returned, or damaged beyond repair will also be billed to the Customer for loss of rental revenue while the equipment is out of service at the current daily rental rate until the equipment is repaired/replaced. Fast Flow reserves the right to bill/provide an invoice to the Customer for this within thirty (30) days after the end of the rental period.
  10. HURRICANE SEASON: When a hurricane watch (sustained winds of 73 mph or greater are possible within 36 hours) is issued by the National Weather (Hurricane) Center to include Moss Point, MS and/or the jobsite location of the rented equipment, Fast Flow, LLC will cease to receive equipment from customer locations or docks, unless otherwise notified. All equipment not returned to our Moss Point facility at this point, will remain on "RENT" status and the customer will be responsible for the "CARE, CUSTODY and CONTROL" of such equipment.
  11. Should the Equipment be involved in an accident, become unsafe, malfunction, or require repair, Customer shall immediately cease using the Equipment and immediately notify Fast Flow, LLC. If such condition is the result of normal operation, Fast Flow will repair or replace the Equipment with reasonably similar. Equipment in working order if such replacement Equipment is available. Fast Flow, LLC has no obligation to repair or replace Equipment rendered inoperable by misuse, abuse, or neglect. Customer's sole remedy for any failure or defect in Equipment shall be the termination of any rental charges accruing after the time of failure. Customer must return the Equipment to the Store Location within twenty-four (24) hours from the time of defect to terminate rental charges.
  12. Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one -shift basis (as defined in Section 14 below). The following shall not be considered reasonable wear and tear: (i) damage resulting from lack of lubrication, insertion of improper fuel or maintenance of necessary oil, water and air pressure levels; cavitation; or freezing; (ii) except where Fast Flow, LLC expressly assumes the obligation to service or maintain the Equipment, any damage resulting from lack of servicing or preventative maintenance suggested in the manufacturer's operation and maintenance manual; (iii) damage resulting from any collision, overturning or improper operation, including overloading or exceeding the rated capacity of the Equipment; (iv) damage in the nature of dents, bending, tearing, staining, corrosion or misalignment to or of the Equipment or any part thereof; (v) wear resulting from use in excess of shifts for which rented; and (vi) any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry.
  13. The Customer will be responsible for returning all equipment in proper working order: just as supplied, clean of any fluids, products, cement, drilling mud, naturally occurring radioactive material (NORM), and/or any other non-belonging substances.
  14. The Customer will be charged for disposal costs and time necessary to remove and clean residual material from equipment.
  15. Routine service and maintenance will be the responsibility of the Customer for all long term rented Fast Flow equipment.
  16. At any time during a maritime operation, the customer accepts all responsibility for the maritime workman's compensation of each Fast Flow employee on site.
  17. Hydraulic pumps of any type are dangerous and may contain excess stored pressure. It is imperative that all hoses be disconnected from a Fast Flow and the pressure be relieved in a safe manner prior to servicing.
  18. Fast Flow pumps with twin agitators are especially dangerous to operators because of the sharp rotating machinery. The debris cage must always remain on the pump and no personnel may be in the vicinity of the pump while operating. Personnel may never be in the fluid in which the pump with agitators are operating.
  19. Customer agrees that any claims or proceedings brought by Customer relating to this Agreement will be conducted on an individual basis, and not on a class-wide, collective, or representative basis, and that any one person's claims or proceedings may not be consolidated with any other claims or proceedings. Customer will not sue Fast Flow, LLC as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against Fast Flow, LLC. Nothing in this paragraph, however, limits Customer's right to bring a lawsuit as an individual plaintiff.
  20. Customer and Fast Flow, LLC each consent to the collection and monitoring of electronic information, including Global Positioning System ("GPS") data, generated by or in connection with Customer's use of or the location of the Equipment. Customer agrees that Fast Flow, LLC owns the data described in this paragraph and may use such data, including GPS data, for any purpose, including commercial purposes.
- Terms of Payment.
21. As agreed, all customers issued a credit line will pay Fast Flow within ten (10) days after receiving the monthly invoice for the rental period.
  22. All rental charges will be due and payable for thirty (30) days following the invoice date. The Customer agrees to pay 2% monthly rate of interest on unpaid invoices. The Customer will be responsible for all collection costs and attorney's fees.
  23. New customers will be required to submit to Fast Flow, LLC a credit application for consideration before the commencement of a rental. Each credit application will be reviewed and, if approved, the customer will be issued a Fast Flow, LLC credit limit. In lieu of a credit application, a valid credit card and picture identification can be used to secure rental of Fast Flow, LLC's equipment. Fast Flow will accept most major payment options: check, cash, Visa, MasterCard, American Express, and Discover.
  24. Invoices are issued every 30 days and will be sent via U.S. Postal Service, E-mail, or Fax. If the Customer has supplied a credit card, the full amount of the invoice will be processed to the credit card on file.
  25. If the Customer has a Fast Flow credit line, the account must be paid within the terms of the credit line.
  26. Customer accounts that become past due are immediately frozen. That customer will no longer be allowed to purchase materials on credit and may not rent any equipment. Upon payment of funds, the customer account will be unfrozen. Fast Flow, LLC reserves the right to charge a late fee of up to 2% per month on all overdue balances. Fast Flow may file liens or pursue litigation if Customer is unwilling to settle the account.

By signing below, the Customer acknowledges having read and understood this agreement, and agrees to all Fast Flow LLC's rental terms and conditions.

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

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

Name & Title/Position: \_\_\_\_\_

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