



EAGLE INDUSTRIES

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CONDITIONS OF RENTAL AGREEMENT

Revision 1.0.2004

1. **RENTALPERIOD.** The rental period begins when the equipment covered by this agreement is loaded for transit and continues until the equipment is returned to Eagle's yard or such other point as Eagle shall in writing direct.
2. **TERMS.** All invoices are billed net and are due upon receipt. Accounts over 30 days will be charged interest at the rate of 1 7% per month, 18% per annum. If this account is collected by or through an attorney, attorney's fee of 15% will be charged. All orders are subject to Credit Department approval. Eagle may request cash in advance prior to equipment shipment. These terms and conditions cannot be waived or modified except in writing signed by an authorized Eagle representative and shall be construed according to the laws of the State of Louisiana.
3. **RECALLING AND RETURNING NOTICE.** Eagle may recall any or all equipment upon thirty days written notice to the lessee and the lessee may return any or all equipment upon like notice to Eagle.
4. **MAINTENACNE, OPERATION AND REPAIRS.** The lessee shall not make any alteration, additions or improvements to the equipment without Eagle's prior written consent. The lessee shall at lessee's expense operate and maintain the equipment rented within the manufacturer's guidelines and return it in the same condition in which it was received. The equipment must be returned clean and unmarred, in the same condition in which it was received. If the equipment requires maintenance or repair while in service, and lessee elects not to perform that maintenance or repair, Eagle will send a qualified mechanic to maintain or repair it. Lessee will be charged for travel time, mileage, labor and parts, at Eagle's regular rate. If it becomes apparent that the problem is Eagle's responsibility, Eagle will absorb the cost of time and material required for repair.
5. **INSPECTION.** Lessee will be deemed to have accepted the equipment in good condition unless lessee notifies Eagle of problems within twenty-four hours of equipment arrival. If any problems arise at any time, lessee will notify the Eagle office indicated on the face of this contract, followed by a written confirmation sent by U.S. mail or FAX. Eagle shall have the right at any time to inspect the equipment on site.
6. **DAMAGE TO EQUIPMENT.** The lessee shall be liable to the lessor for all loss or damage to the equipment while it is in the possession to the lessee. Either party shall advise the other within seven days of the receipt of the equipment of any shortages or damage claim which it might have against the other and unless such notice is given within such period such claim for shortage or damage shall be invalid an unenforceable.
7. **LIABILTYOFLESSEE.** Lessee shall be liable for injury, disability, and/or death of workers or other persons caused by the operation, handling or transportation of equipment during the rental period and shall indemnify Eagle against all such liability. The lessee shall also indemnify and save harmless Eagle against all loss, expense, damages and / or penalty or penalties which may arise out of any action for damages to property or person occasioned by the operation, handling or transportation of the equipment during the rental period.
8. **INSURANCE.** The lessee shall maintain public liability and property insurance to protect the lessee and Eagle against damage to property or persons from the operation, handling or transportation of the said equipment during the rental period. In addition, the lessee shall insure the equipment against loss by fire, theft or damage including without limitation damage due to lightning, freezing temperatures, wind, flood or other natural causes. The lessee shall also provide such other insurance as may be requested by Eagle in advance of shipment to the lessee.
9. **LEGALEXPENSES.** The lessee will pay all costs, charges and expenses including reasonable legal fees incurred in retaking possession of the equipment hereby rented or in the collection of any such sums which may be due Eagle by the lessee, including the defense of any action brought against Eagle for damages caused by the equipment to any person while such equipment is in the possession of the lessess. The equipment shall be deemed to be in the possession of the lessee for all purposes of this agreement from the time it is loaded for transit to the lessee until it has been returned by the lessee to Eagle's yard or such other point as Eagle shall in writing direct.
10. **SUBLETING.** No equipment shall be sublet by the lessee nor any interest in this agreement assigned or transferred without the consent in writing of Eagle.
11. **TERMINATION OF THIS AGREEMENT.** Should the lessee fall in arrears in making payment in accordance with the terms of this agreement or become bankrupt or make an assignment or fail to maintain and/or operate or to return the equipment as provided by this agreement or substantially violate any provision thereof, Eagle may , after three days notice in writing thereof terminate this agreement, take possession of the equipment wherever it may be found without becoming liable for damages for trespass, and recover all rental due together with any damages for injury to the equipment, and all expenses incurred in returning and repossessing the equipment.
12. **WARRANTY.** The equipment rented hereunder has been selected by lessee for lessee's own purpose, and except for satisfactory rated operation of the equipment, Eagle makes no claim or warranty of performance beyond sail rated capacity, including without limitation any implied warranty of merchantability or fitness for a particular purpose. Eagle's liability under this Section 12 is limited to repairing or replacing (at Eagle's discretion) any equipment not performing according to rated operation. In the event that the equipment fails to perform adequately, Eagle will undertake to repair or replace the equipment is such repair or replacement is feasible but under no circumstance is Eagle liable for any losses, including but not limited to loss of income, sustained by lessee due to equipment performance problems.
13. **AUTHORITYOFAGENTS.** The execution hereof by an agent of lessee conclusively establishes the authority of said agent to contract herein, unless Eagle receives written notification to the contrary within five days after either (1) the use of the equipment by lessee, or (2) receipt of copy hereof, whichever first occurs.
14. **SALES TAXES.** The lessee shall pay all applicable state and local sales and use taxes.
15. **OWNERSHIP OF EQUIPMENT, ENCUMBRANCES.** The Equipment is and shall at all times remain, the property of Eagle, and the lessee shall have no right, title or interest therein or thereto except as expressly set forth herein. The equipment is and shall at all times remain, personal property notwithstanding that the equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to personal property. The lessee shall keep the equipment free and clear of any and all levies, liens, security interests and encumbrances of any kind, and shall give Eagle prompt notice of any attachment or judicial process affecting the equipment.
16. **LIMITED LIABILITY. IN NO EVENT SHALL THE LESSOR BE LIABLE TO THE LESSEE OR ANY OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIALOR SPECIALDAMAGES.**
17. **SCOPE OF DAMAGES. EAGLE LIABILITY FOR DAMAGES SHALL IN NO EVENT EXCEED THE TOTAL RENTALS, IF ANY, RECEIVED FROM THE LESSEE BYEAGLE FOR THE EQUIPMENTWHICH IS THE SUBJECT OFCLAIMN OR DISPUTE.**
18. **ENTIRE AGREEMENT, GOVERNING LAW.** This contract constitutes the entire agreement between Eagle and the lessee and supersedes any representations, warranties or agreements (written or oral) heretofore made or entered into between the parties relating to the equipment. This contract shall be governed by the laws of Louisiana applicable to contracts made and to be performed in Louisiana.

ACCEPTED BY: _____

DATE: _____



CONDITIONS OF RENTAL AGREEMENT

Set Up and Operating Instructions:

1. Situate the trailer on a level surface and block the wheels.
2. Connect the water supply at the front right side of the trailer, **FILL HOT WATER HEATER PRIOR TO TURNING ON THE BREAKER TO PREVENT HEATING ELEMENTS FROM BURNING UP.**
3. The trailer requires a 220 volt single phase power source, a licensed electrician make these connections. **PLEASE INSURE THAT THERE IS WATER IN THE WATER HEATER BEFORE TURNING ON THE BREAKER THAT CONTROLS IT.** The trailer should be grounded. There is a grounding lug on the lower right front trailer frame.
4. Attach a hose to the filtration system discharge near the right rear of the trailer. This discharge should be pumped into a "sampling tank". The filtered water should be samples and tested prior to disposal. It may be necessary to prime the filtration pump.
5. Refer to the manual supplied with the decon trailer for additional information, it is located in one of the lockers.

Rental Return Procedures:

1. The **TRAILER** should be **CLEAN** and free of all personal belongings.
2. The **GRAY WATER** holding tank **SHOULD BE PUMPED DRY** by manually bypassing the float switch on the tank.
3. The **FILTER MEDIA AND / OR THE MICRON FILTERS** in both cylinders of the filtration system should be emptied and **DISPOSED OF.**
4. The **WATER HEATER** should be **DRAINED EMPTY.**
5. Make sure the driver is given the **KEYS AND MANUAL** to the trailer.

Failure to follow the rental return procedures will produce additional charges to the lessee. Thanks for your cooperation and thanks again for the rental. If you have any questions, or if we can be of further assistance please call us at 1-800-CONTAIN (266-8246).

ACCEPTED BY: _____

DATE: _____