



Fast Flow Pumps

Submersible Pumps • Hydraulic Power Systems

9700 Hwy 63, Moss Point, MS 39562

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www.FastFlowPumps.com

Fast Flow Rental Agreement

“Fast Flow Rentals: Our Quality Service; Your Solution.”

Agreement Intent

Fast Flow Pump, L.L.C. (“Fast Flow”) terms and conditions will apply to any and all tools and equipment rented by Fast Flow Pump, L.L.C. Terms and conditions apply to any and all rentals of Fast Flow Pump, L.L.C.’s property.

Terms and Conditions

Customers of Fast Flow Pump, L.L.C. will accept and agree to all rental terms and conditions of lease, as outlined in this rental agreement.

Ownership of Property

- Fast Flow Pump, L.L.C.’s rental equipment will at all times remain the property of Fast Flow Pump, L.L.C.
- Care, Custody, and Control of Fast Flow Pump, L.L.C.’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 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 Pump, L.L.C. and the Customer prior to commencement of the equipment rental.
- For local Customers, the rental period begins when the equipment leaves Fast Flow Pump, L.L.C.’s facility. If the rental equipment must be shipped, the rental period begins the day after it leaves Fast Flow’s facility. The rental period ends upon return of the equipment to the Fast Flow facility, located at 9700 Hwy 63, Moss Point, MS 39562. If both Fast Flow and the Customer have agreed to an end date for the equipment rental, it is the Customer’s responsibility to return it to Fast Flow within 2 days of this date; otherwise, the equipment will remain on “RENT” status.
- Customers typically are billed for rentals based on a 7 day per week, 4 week per month billing cycle.

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 Pump, L.L.C. 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 Pump, L.L.C.’s equipment.

Modification of Equipment

- The Customer is strictly prohibited from by-passing any safety devices or making any modifications to Fast Flow Pump, L.L.C. 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 Pump 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 Pump 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. The Customer agrees to pay all repair costs associated with Severe Service applications.
6. All costs for repair parts and labor to damaged equipment will be charged to the Customer.
7. The Customer agrees to clean and decontaminate all equipment before returning equipment to Fast Flow. Customer will be invoiced for cleaning and decontamination.
8. 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.
9. Rental equipment lost, not returned, or damaged beyond repair will be billed to the Customer at the current replacement prices.
10. 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.
11. 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 Pump, L.L.C. 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.
12. 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-belongs substances.

13. The Customer will be charged for disposal costs and time necessary to remove and clean residual material from equipment.
14. Routine service and maintenance will be the responsibility of the Customer for all rented Fast Flow equipment.
15. 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.
16. _____ 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 Pump and the pressure be relieved in a safe manner prior to servicing.
17. _____ Fast Flow Pumps with twin agitators are especially dangerous to operators because of the sharp rotating machinery. The debris cage must remain on the pump at all times 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.

Terms of Payment

18. 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.
19. All rental charges will be due and payable for thirty (30) days following the invoice date. The Customer agrees to pay 1 ¼ % monthly rate of interest on unpaid invoices. The Customer will be responsible for all collection costs and attorney's fees.
20. Each customer will submit to Fast Flow Pump, 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 Pump, L.L.C credit limit. In lieu of a credit application, a valid credit card and picture identification can be used to secure rental of Fast Flow Pump, L.L.C. equipment. Fast Flow will accept most major payment options: check, cash, Visa, MasterCard, American Express, and Discover.
21. 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. If the Customer has a Fast Flow credit line, the full amount of the invoice is due no later than 10 days after the invoice date. If the Customer reaches or exceeds their Fast Flow account credit limit, payment must be immediately made to bring the account current.
22. 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 Pump, L.L.C. reserves the right to charge a late fee of up to 1 ¼% 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 of Fast Flow Pump, L.L.C.'s rental terms and conditions.

Customer Signature: _____ **Date:** _____

Name & Title/Position: _____

Company Name: _____