

**Evergreen Tank Solutions, Inc. and Water Movers, Inc.
together d/b/a Mobile Mini Tank + Pump Solutions**

Master Lease Agreement Terms & Conditions

Subject to the terms and conditions of this Agreement, Company rents to Customer, and Customer rents from Company, the property described on the cover page of this Agreement (the "Equipment").

1. **Inspections and Acceptance of Equipment.** Customer's receipt and possession of Equipment constitutes Customer's acknowledgment that it has inspected the Equipment and accepts the Equipment in good condition, working order and repair as adequate, sufficient, and proper for the purposes for which it was intended; unless Customer notifies Company to the contrary, in writing, within 3 days of Customer's receipt of the Equipment. Customer's use of the Equipment constitutes a full and complete acceptance of the terms and conditions of this Agreement. If Customer receives any of the Equipment from a carrier in a damaged condition, or with any parts missing, Customer will obtain from carrier written acknowledgment of same.
2. **Customer Obligations.** a. Operation of Equipment. Customer shall use the Equipment only for the purposes for which it is intended. Customer warrants that : 1) it and its appropriate personnel will read and comply with all safety instructions; 2) it has reviewed the Operator's Manual for the Equipment ; 3) no person shall use or operate said Equipment if the operating instructions and/or safety/warning labels are missing, damaged, or in any way obscured; 4) its operators have been properly trained, and, if applicable, licensed, in the safe and proper operation and intended use of the Equipment ; 5) it will insure that all fluid levels (water, oil, etc.) are properly maintained and that tires are inflated to recommended pressures at all times when Equipment is in use. CUSTOMER AGREES TO IMMEDIATELY NOTIFY COMPANY ABOUT ANY ACCIDENTS INVOLVING THE EQUIPMENT OR DAMAGE TO THE EQUIPMENT FROM ANY CAUSE WHATSOEVER, AND TO PRESERVE THE EQUIPMENT AND THE ACCIDENT AREA UNTIL SUCH TIME AS THE COMPANY HAS COMPLETED ITS INVESTIGATION. b. Repairs. Customer is responsible for any damage, including but not limited to paint over spray, to the Equipment while in its possession or care, except for reasonable wear and tear. Without limiting the foregoing, Customer is responsible for any losses or damage to Equipment that occurs while being rigged, hoisted, or transported by the Customer or its subcontractor or agents. Customer shall not make, or allow anyone else to make, any alteration to the Equipment without Company's written consent. If the Equipment is returned in a damaged or inoperable condition, Customer shall pay to Company the prevailing rental rate for periods during which the Equipment shall remain unavailable for rent. If the Equipment cannot be repaired to the same condition as when first delivered to Customer, Customer shall pay the Company's full list price for the Equipment in new and unused condition. c. Insurance. Customer shall be responsible for carrying commercial general liability including a waiver of subrogation, with limits not less than \$1,000,000 Each Occurrence and \$2,000,000 in the aggregate including products and completed operations as well as property insurance covering the Equipment rented. Such coverage shall name the Company as an additional insured and cover all losses and damages. Such coverage shall be endorsed to provide coverage on a direct and primary basis over other valid and collectible insurance. Customer will provide Company with certificates of insurance evidencing the current coverage in types and amounts and from companies satisfactory to Company. These insurance requirements are intended to cover any indemnity obligations lessee may have to the Company under this contract. Customer hereby assigns to Company all proceeds from such insurance, conveys an equitable lien in said proceeds, and directs any insurer directly to pay such proceeds to Company and authorizes Company to endorse any drafts or checks for such proceeds. d. Compliance with Laws; Taxes. Customer shall comply with all laws, rules, and orders relating to the operation of the Equipment, and shall pay all legal assessments, sales tax or use tax or any other public charges, either local, municipal, state or federal, which may be levied on the Equipment while in the possession of or under loan to Customer. e. Effects of Labor Unions. Customer shall be responsible for any charges for work or inspection required by anti-labor union. Company may, at its option, refuse to deliver, remove or repair the Equipment in time of strike or in violation of any union or government rule affecting the Equipment, or in the event that causes beyond Company's control prevent it from doing so. Company reserves the right to remove the Equipment from the job any time when, in its opinion, the Equipment is in danger because of strikes or any other condition. f. No Liens. Customer shall not file or grant a voluntary lien or security interest in the Equipment, and Customer shall not suffer an involuntary lien on the Equipment. When used for contracted work, Customer shall furnish Company with a landlord's or mortgagee's release, which shall permit Company to remove the Equipment from such real property at any time during the term of, or after the expiration of, this Agreement. g. Location of Equipment; Levy; Inspection. Customer shall, on Company's request, give Company the exact location of all the Equipment covered by this Agreement and shall immediately notify Company if anyone attempts to levy upon the Equipment, or if the Equipment becomes liable for seizure, and Customer shall indemnify Company against all loss and damages caused by any such action. Company shall have the privilege, at all times, of entering any job, building, or location where the Equipment is being used, for the purpose of inspection, and reserves the privilege of removing the Equipment immediately if it is being overloaded or taxed beyond its capacity or in any manner abused or neglected. h. Timely payment. Customer shall pay the rental amount in accordance with the terms specified on the rental invoices, together with charges for all services furnished by and all damages and sums due to Company under this Agreement. Interest shall be charged at a rate of up to two (2) percent per month, or portions thereof from date of the invoice, on all amounts not paid when due. Customer's obligation to pay all rentals due under this Agreement shall not be affected by Customer's inability to use the Equipment for any reason whatsoever. i. Customer Obligation. Customer shall be responsible for cleaning the Equipment prior to return to the Company, including removal of all hazardous materials liquids or wastes placed into the Equipment during the rental period. Failure to clean the Equipment shall entitle the Company either a) to reject return of the Equipment and charge Customer additional rent pursuant to the terms of Section 18 hereof or b) have the Equipment cleaned and any hazardous materials, liquids or wastes disposed of by a licensed 3rd party vendor at the Customer's expense. j. Additional Conditions for Crane Rentals. i) Lifting Lugs and Rigging Equipment. Lessee assumes all liability for the adequacy of design, strength, suitability, and condition of any lifting lug, rigging, or device embedded in or attached to any object, even where such items have been supplied by Company. ii) Competent Operation. Customer agrees to provide competent and experienced personnel to direct the operation of fully operated Equipment and further agrees that the Standard Crane and Derrick Signals in accordance with ANSI B 30.5-1968 (or successor) shall be used to direct the Equipment at all times when applicable.
3. **No Subletting or Assignment.** Without the express written consent of Company, no item of Equipment shall be sublet, assigned, loaned to other parties, or removed from the location specified on the cover page of this Agreement, or removed from the state of Company's premises.
4. **Title.** Title to the Equipment shall at all times remain in the Company. The Equipment shall remain, "personal property", notwithstanding any use of the Equipment, or a part of the Equipment, on real property or improvements.
5. **Automatic Renewal and Termination.** All rentals shall remain in force for the term set on the front hereof. Renewal thereafter for additional rental periods shall be automatic until either Customer or Company terminates this Agreement. After the term set forth herein, the Agreement may be terminated: i) by Company, by demanding the return of the Equipment; ii) by Customer, by returning the Equipment to Company's designated receiving point, or iii) by Customer, by notifying Company, in writing or by telephone, that Customer does not wish rental to be renewed, and by Customer obtaining a termination number from Company for Equipment to be picked-up by Company. Rent will accrue until the Equipment is delivered to the Company in good working order.

6. **Default.** In the event Customer fails to keep and/or perform any covenant or obligation hereby imposed upon or assumed by Customer, Company may, without notice to Customer, at any time, terminate and rescind this Agreement and any other Agreement between the parties, and without notice or demand and with or without legal process, Company may retake and retain possession of the Equipment for its own sole use and benefit, for which purpose it shall be lawful for the Company to go upon any property or to enter into any building where the Equipment may be situated and take, remove, and carry away the Equipment without being deemed to be trespassers. By taking possession of the Equipment, Company shall not waive or relinquish any other rights, remedies, actions or causes of action to which it may be entitled by virtue of Customer's breach of this Agreement or otherwise. Customer will pay all costs and expenses, including reasonable attorney's fees, incurred by Company in the Collection of amounts owed to Company and/or recovering possession of the Equipment.
7. **Warranties. a. Limited Warranty.** Company warrants to Customer that Company has the right to rent the Equipment and that the Equipment conforms to the description stated in this Agreement. On written notice from Customer that Equipment does not conform to such description, Company shall have the right to cure such defect. **b. Other Warranties.** The warranties set for the above are solely for the benefit of Customer. THE WARRANTIES SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH ARE HEREBY DISCLAIMED BY COMPANY, AND WHICH ARE EXPRESSLY WAIVED BY CUSTOMER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INTERFERENCE AND INFRINGEMENT. **c.** No warranty, representation, or any other under taking in this Agreement shall inure to the benefit of any third party.
8. **Limitation of Liability.** Company shall not be liable to Customer, its affiliates or any third party for any damages in excess of amounts actually paid by Customer to Company hereunder, or for any special, consequential, exemplary, punitive or incidental damages (including lost or anticipated revenues or profits relating to the same), arising from any claim relating to this agreement. Customer's sole remedy for any failure or defect in the Equipment shall be the termination of the rental charge at the time of failure, provided the Equipment is returned to the Company within 24 hours. Customer acknowledges and agrees that such remedy shall not be deemed or alleged by Customer to have failed of its essential purpose, at either law or in equity.
9. **Master Lessor.** a. Customer acknowledges that the Equipment listed herein may be leased by Company from a third party (the "Master Lessor") pursuant to a Master Lessor Agreement, and that notwithstanding anything to the contrary contained in this Agreement. Customer's interest in any such Lease and the Equipment shall be subordinate to the rights of the Master Lessor, and its successors and assigns, under the Master Lease, including but not limited to the right of the Master Lessor to take possession of the Equipment upon default of the Company under the Master Lease. b. Notwithstanding anything to the contrary contained in this Agreement, Customer waives, and agrees that it will not assert against the Master Lessor, or its successors or assigns, any defense, set-off-recoupment, claim or counter claim which Customer may at any time have against Company for any reason whatsoever.
10. **Severability.** If any provision herein, or any remedy provided herein, shall be found invalid under such applicable law, statute, or regulation, such provision shall be inapplicable and shall be deemed omitted, but the remaining provisions hereof, including all provisions regarding remedies, shall be given effect in accordance with the intent hereof.
11. **Entire Agreement; Amendment and Waiver.** This Agreement and all Exhibits attached hereto and incorporated herein by this reference contain the entire agreement between the parties with respect to the subject matter hereof and supersede any previous understandings or agreements, whether written or oral, with the exception of any credit agreement between the Company and the Customer. No terms and conditions contained in any document issued by Customer shall apply. Additionally, the Company's act of delivering Equipment to Customer (or any other similar act by Company) shall not be deemed an acceptance of any terms and conditions other than those set forth in this Agreement. This Agreement may be amended or any provision of the Agreement may be waived only if such amendment or waiver is set forth in writing executed by the Company.
12. **Further Assurances.** Customer agrees to execute and deliver such other documents and to take all such actions as Company, its successors, assigns or other legal representatives may reasonably request to effect the terms of this Agreement and the execution and delivery of any and all documentation as may be required.
13. **Governing Law.** The Company and Customer agree that it is their intention and covenant that the laws of the state in which Customer first takes possession of the Equipment shall govern this Agreement.
14. **Notices.** All notices shall be written, delivered in person, by telecopy, or by first-class mail, postage prepaid, to the other party at its address on the front of this Agreement or to such other address as may be specified to the other party by written notice.
15. **Insurance and Loss Limitation Waiver ("LLW").** Neither you nor your insurer shall have any claim (direct or subrogation) against Water Movers, Inc., Evergreen Tank Solutions, Inc., or Mobile Mini, Inc. (together "MMI"). You will provide prior to delivery or upon request a Certificate of Insurance naming MMI as loss payee and additional insured with coverage equal to the Equipment replacement cost. The policy shall be acceptable to MMI in its discretion and provide for 30 days notice to MMI prior to cancellation or modification. Unless you maintain such policy, you accept the LLW and shall pay its charge. LLW terms are published on www.mobilemini.com/LLW and hereby incorporated by reference. You acknowledge receipt of such terms and that they are part of each Lease. Your payment of the LLW waives your liability for Equipment up to the replacement cost of the Equipment subject to a deductible and other limitations.
16. **Environmental Fee.** Customer acknowledges that the Company may assess 1) a per item, per invoice environmental fee and 2) additional charges, as applicable, to cover the 3rd party cost of cleaning the Equipment and disposal of any hazardous materials, liquids or wastes not removed by the Customer prior to return of the Equipment and to cover the handling and disposal of waste oil and other fluids used in connection with the operation and/or cleaning of the Equipment.
17. **Computation of Rental Amount.** a. Definition. A day's rental period comprises 8 hours. Minimum charge shall be one full day. A week's rental period comprises seven consecutive days. Days in excess of one week are charged at the daily rate. A month's rental period comprises 4 consecutive weeks. Days in excess of one month are billed at the daily rate. Weeks in excess of one month are billed at the weekly rate. b. Overtime. Any use or operation of Equipment in excess of either 8 hours or a single shift in one day, 40 hours in any one week, or 160 hours in any period of four consecutive weeks is considered overtime use. For overtime use Lessee agrees to pay Lessor "Overtime Rent", at the rate of 50% of the regular rate shown per day, per week or per month, whatever the case may be, in addition to the minimum rent as provided above. The minimum rent shall be payable in all events for the entire term and until the Equipment is returned to Lessor, without regard to the time during which Equipment may have been used or operated.
18. **Indemnity.** Customer agrees to indemnify and hold Company harmless against any and all claims, demands, or suits (including costs of defense, attorney's fees, expert witness fees, and all other costs of litigation) for any and all bodily injury, property damage, or any other damages or loss, regardless of whether such injury, damage or loss is caused in whole or part by negligence, which arise out of, result from, or relate to the use, operation, condition, or presence of the Equipment.