

CONFIDENTIAL CREDIT APPLICATION

Part A:

Date: _____ Legal Name: _____

Dbas: _____

Billing Address: _____

Ph: _____ Fax: _____ Trade: _____

E-mail address: _____ Website: _____

Type of Ownership: Individual Partnership C Corporation S Corporation

Part B:

Principal Owners and Officers

Name: _____ Position: _____

Name: _____ Position: _____

Part C:

Bank and Trade References

1. Bank: _____ Account: _____

Phone: (____) _____ - _____ Fax: (____) _____ - _____

2. Insurance Agent: _____ Policy No.: _____

Phone: (____) _____ - _____ Fax: (____) _____ - _____

3. Major Equipment Supplier: _____ Product: _____

Phone: (____) _____ - _____ Fax: (____) _____ - _____

4. Other Principal Supplier: _____ Product: _____

Phone: (____) _____ - _____ Fax: (____) _____ - _____

HECKMANN SALES & LEASING, INC.

MASTER RENTAL AGREEMENT AND AUTHORIZATION

This Master Rental Agreement and Authorization ("Agreement") is submitted by the undersigned "Lessee" to the Lessor, Heckmann Sales & Leasing, Inc. ("HSL"), for the purpose of HSL's rental to the Lessee of the "Equipment" as described below. By executing this Agreement, the Lessee agrees that the terms and conditions of the rental of the Equipment by HSL to Lessee will be governed exclusively by the terms of this Agreement.

1. **Credit Check Authorization.** The undersigned Lessee unconditionally authorizes HSL to obtain, supplement, and verify the credit information regarding the Lessee, and to contact and all references noted in the Confidential Credit Application. The Lessee warrants and represents that all information provided by the Lessee in the Confidential Credit Application is true and accurate.

2. **HSL's Obligations Contingent Upon Satisfactory Credit Check.** Any and all obligations on the part of HSL shall be contingent upon HSL's complete satisfaction with the results of its credit examination of the Lessee. Only upon approval by HSL of the Lessee's credit and execution of this Agreement by HSL shall this Agreement constitute a valid, enforceable, and binding agreement as to HSL.

3. **Equipment Rental.** Lessee agrees to lease from HSL that equipment and other personal property described in any Bill of Lading which may be executed from time by the Lessee (and/or the Lessee's employees, agents, or independent contractors then employed by the Lessee), (individually a "Bill of Lading" and collectively the "Bills of Lading"). Any property identified in a Bill of Lading, together with any replacement parts, replacements, additions, repairs, and accessories incorporated in and/or affixed to it, shall be referred to as an "Item of Equipment" and collectively as the "Equipment." All Equipment shall be leased by the Lessee upon the terms and conditions set forth herein and supplemented by the terms and conditions set forth in any Bill of Lading. **The Lessee hereby unconditionally ratifies any Bills of Lading signed by its employees, agents, or independent contractors executed in connection with any work performed for the Lessee.** Any references to the "Agreement" herein shall be interpreted to mean this Agreement as supplemented by any and all Bills of Lading.

4. **Warranties.** Lessee agrees that HSL has made no representations or warranties of any kind or nature, express or implied, with respect to any matter other than that contained in this Agreement, including, but not limited to, the condition or use of the Equipment, its merchantability, its fitness for any particular purpose, or the profitability of its use or operation. HSL hereby disclaims any liability for direct or indirect or consequential damages or delay resulting from the Equipment.

5. **Rental Fee.** The rental fee for the Equipment and terms of payment shall be as set forth in the Bills of Lading. All payments shall be made to HSL at its office or to such other party and/or such other place as HSL may from time to time designate in writing. Lessee waives all existing and future claims and offsets against any rent or other payments due under this Agreement, and agrees to pay the rent and other amounts under this Agreement when due regardless of any offset or claim which may be asserted by Lessee or on Lessee's behalf.

6. **Service Charge Policy and Collection Costs.**

(A) **Customers in Kentucky.** An interest service charge shall be charged on any past due account balance beginning the first day following the payment due date set forth in a Bill of Lading, (the "Payment Due Date"), and daily thereafter until the past due account balance is paid in full. The interest service charge shall be 12% per annum if the past due account balance exceeds \$15,000, and 8% per annum if the past due account balance is \$15,000 or less, but in any event not to exceed the maximum amount of interest permitted under applicable law.

(B) **Customers in all Other States.** A service charge of 12% per annum (but in no event to exceed the maximum amount permitted under Ohio law), on all unpaid invoice amounts shall be charged beginning the first day following the Payment Due Date and daily thereafter until the past due amount is paid in full.

(C) **Collection Costs.** Lessee agrees to pay HSL all of HSL's costs, including attorneys' fees and court costs, incurred in connection with the collection of any unpaid account.

7. **Term.**

(A) **Term of this Agreement.** The term of this Agreement shall be for a one (1) year. The Agreement shall automatically renew itself for successive one (1) year periods. This Agreement may be terminated at any time by either party upon 30 days' prior notice. The covenants and conditions contained in this Agreement shall also apply to every renewal period. The termination of this Agreement shall not affect any then-outstanding obligations on the part of the Lessee under the terms of this Agreement or any Bills of Lading.

(B) **Term of Rental for an Item of Equipment.** The lease term for any specific Item of Equipment shall be as set forth in the Bill of Lading applicable to such Item of Equipment.

8. **Default.** If Lessee fails to pay HSL any sum required under this Agreement on or before the due date, or if Lessee is in default with respect to any of the other conditions in this Agreement, HSL shall have the right to enter upon the Lessee's premises without notice, take possession of the Equipment, without legal process, demand, or notice, and Lessee's right to possession shall then terminate. However, Lessee shall remain and be liable for the total balance of the unpaid rent and all such rent shall become due and payable immediately. Lessee authorizes HSL or any attorney of any court of record, to appear for and confess judgment as often as necessary against Lessee in any action to recover possession of the Equipment, and for all sums payable by Lessee under this Agreement. If a copy of this Agreement, verified by affidavit, shall have been filed in any such action, it shall not be necessary to file the original. Lessee also waives all errors and appeals, the right to stay of execution, and the benefit of all exemption laws of any state now or subsequently in effect. If, upon taking possession of the Equipment by HSL such Equipment is found not in the same good condition, repair, and working order as at the time of its delivery to Lessee, reasonable wear and tear excepted, Lessee agrees to pay for all the costs in connection with and for the purpose of reconditioning and reinstating the Equipment to its original state. Lessee also authorizes HSL to have the Equipment reconditioned on Lessee's behalf and expense.

9. **Assignment/Bankruptcy.** Lessee agrees that it will not assign, mortgage, or pledge this Agreement or any interest in it, or subject the Equipment, or make any alterations of or additions or improvements to the Equipment, or permit its use by any person other than the Lessee or Lessee's employees, without the prior written consent of HSL. Lessee agrees that neither this Agreement nor any interest of the Lessee in this Agreement shall be assignable or transferable by operation of law. It is mutually agreed that in the event any proceeding under the bankruptcy act or any amendment to it is commenced by or against the Lessee or in the event the Lessee is adjudged insolvent or make any assignment for the benefit of Lessee's creditors, or if a writ of attachment or execution is levied on the Equipment and is not released or satisfied within 10 days afterward, or if a receiver is appointed in any proceeding or action to which the Lessee is a party, with authority to take possession or control of the Equipment, HSL may, at its option, terminate this Agreement. The termination of this Agreement shall not preclude HSL from asserting any rights to recover for loss of profits and/or other damages resulting from the termination.

10. **Use of Equipment.** Lessee agrees to have the Equipment operated by competent employees only and shall pay all expenses of operating the Equipment. All repair, maintenance, and replacement costs shall be at the Lessee's own expense and sole responsibility. Lessee acknowledges that this Agreement is a commercial contract for the purposes of the Uniform Commercial Code, and any injuries or property damage or any other consequential damages or losses suffered in connection with the Equipment or its use shall be the sole responsibility of the Lessee, and HSL is relieved of any liability or obligations. Lessee agrees to save HSL harmless against any claim or liability (including attorneys' fees, costs, and expenses for the defense of any such claim or liability) arising out of the use or operation of the Equipment.

11. **Operating Regulations.** Lessee shall comply with all laws, ordinances, and regulations, present or future, relating to the ownership, possession, use, or maintenance of the Equipment throughout the term of this Agreement, and shall save HSL harmless from liability arising from any failure to comply.

12. **Taxes.** Lessee shall pay all license fees, registration fees, assessments, charges and taxes which may now or later be imposed by any taxing authority upon the ownership, possession, leasing, renting, or use of the Equipment.

13. **Claims, Expenses, and Indemnification.** Lessee agrees to indemnify, defend and hold Lessor, and its employees, officers, directors, successors and assigns harmless from and against any and all liabilities, damages, claims, actions, suits, proceedings, penalties, costs and expense, including reasonable attorney's fees and costs, of whatever kind and nature ("claims") arising out of the use, condition (including, but not limited to, latent or other defects and whether or not discoverable by Lessee or HSL), operation, acquisition, ownership or leasing of any Equipment, including without limitation the manufacture, selection, purchase, delivery, acceptance, rejection, possession, return or disposition of any Equipment, and including without limitation claims arising by contract or tort including negligence, strict liability or otherwise, regardless of where, how and by whom the Equipment was operated or any failure on the part of Lessee to perform or comply with any of its obligations under this Agreement. If any claim is made against Lessee or HSL, the party receiving notice of such claim shall promptly notify the other, but the failure of such person receiving notice so to notify the other shall not relieve Lessee of any obligation under this Agreement. This indemnity shall survive the expiration or other termination of this Agreement.

14. **Acceptance of Equipment.** Unless Lessee gives HSL written notice specifying any defect in or other valid objection to the Equipment within 24 hours after receiving the Equipment, it shall be conclusively presumed that the Equipment was in good operating condition when received, and that Lessee accepted and approved such Equipment, and that the Equipment was the Equipment described in the Bill of Lading. Lessee further agrees that HSL shall in no event be liable for damages arising directly or indirectly from the operation, failure, or defective condition of the Equipment for any reason.
15. **Return of Equipment.** Lessee agrees that upon the expiration of the term set forth in a Bill of Lading, Lessee shall return the Item of Equipment described in the Bill of Lading to HSL in the same condition in which it was received by the Lessee, ordinary wear and tear excepted. Lessee shall return Equipment to HSL at Lessee's own cost and expense, freight insurance prepaid, properly crated on board such carrier and to such destination as HSL shall specify.
16. **No Purchase Option.** Lessee shall have no option to purchase or otherwise acquire title to or ownership of any of the Equipment and shall have only the right to use it under and subject to the terms and provisions of this Agreement and the applicable Bill of Lading.
17. **Equipment Location; Inspection by HSL.** An Item of Equipment shall not be removed from the location specified in the Bill of Lading without the prior written permission of HSL. Lessee shall advise HSL immediately of any damage to or judicial process affecting the Equipment. HSL shall have the right to enter the premises where the Equipment may be located at any time during business hours for the purpose of inspecting it.
18. **Additions and Alterations.** Lessee shall not make any additions or alterations in the Equipment without the prior written consent of HSL. All additions or improvements made by Lessee to the Equipment shall belong to and become the property of HSL upon the expiration of the term of this Agreement or its sooner termination. HSL, however, reserves the right to require Lessee to remove any such additions or alterations and to restore the Equipment to its original condition.
19. **Insurance.** Lessee agrees at its own cost and expense, during the term and during any renewal of this Agreement, and while in transit to and from Lessee, and until safely returned to HSL, to keep the Equipment fully insured for not less than the replacement value of the Equipment as of the inception of the Lessee's possession in the joint names of Lessee and HSL against all risks including adequate public liability (bodily injury and property damage liability insurance), but not less than \$1,000,000. Lessee shall provide copies of the policies to HSL. In the event of loss, whether total or partial, HSL shall not be obligated to replace or to repair the Equipment, and HSL shall have the option to terminate this Agreement, in which event Lessee shall be relieved of its obligations under this Agreement, except those that have accrued and are owing to HSL. The proceeds of any insurance shall be apportioned between HSL and Lessee as their respective interests may appear. Lessee appoints HSL as Lessee's attorney-in-fact to make claim for and receive payment for loss or damage under any insurance policy issued on the Equipment.
20. **Equipment is Personal Property/Ownership.** The Equipment is, and shall at all times remain, personal property notwithstanding that the Equipment or any part of it may now be, or subsequently become attached to real property. Ownership of the Equipment is and remains with HSL. Nothing contained in this Agreement shall be construed as conveying to the Lessee any right, title, or interest in and to such Equipment other than as a lessee. All rights to claiming any or all tax attributes associated with the ownership of this Equipment remain exclusively with HSL.
21. **Financing Statements.** Lessee appoints HSL its true and lawful attorney to prepare, execute, and sign any financing statements in order to protect HSL's interest in the Equipment set forth in this Agreement, and to sign the name of the Lessee with the same force and effect as if signed by the Lessee, and to file the statements in the proper state and counties as required. Lessee declares that the financing statements signed by HSL as its attorney shall be binding on its successors and assigns.
22. **Failure to Insist on Strict Compliance.** HSL's failure to insist in any instance upon strict performance by Lessee of any provision in this Agreement (and/or a Bill of Sale) shall not be construed as a permanent waiver of such provision, or as a waiver of any other provision of this Agreement.
23. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will not be affected by it.
24. **Entire Agreement.** This Agreement (as supplemented by any Bills of Sale) contains the complete and exclusive statement of the agreement between HSL and Lessee relating to the lease of Equipment and cannot be amended, altered, or changed, except by a written instrument signed by the parties.

25. **Choice of Law.** The laws of the state of Ohio shall govern the validity, construction, enforcement, and interpretation of this Agreement. Any legal or equitable action for claims, debts, or obligations arising out of, or to enforce the terms of this Agreement shall be brought in either a state or federal court of Ohio having jurisdiction over Montgomery County, Ohio, and that either court shall have personal jurisdiction over the parties and venue of the action shall appropriate in each such court.

26. **Assignment.** Without HSL's prior written consent, Lessee shall not transfer, assign, sell, sublet, or otherwise dispose of any of Lessee's interest in any Equipment, and any attempt by Lessee to accomplish the same without HSL's consent shall be void. HSL may, at any time, without notice to Lessee, mortgage, grant security interest in or otherwise transfer, sell or assign all or any part of its interest in this Agreement or any Equipment or any rent or other sums due or to become due under this Agreement, except that the interest of any such mortgagee, transferee or assignee shall be subject to Lessee's rights of use and possession and renewal rights under this Agreement so long as no event of default has occurred and is continuing under this Agreement.

27. **Notices.** All notices required under this Agreement shall be in writing and shall be deemed to have been given when delivered personally or when mailed with proper postage for ordinary mail, addressed to HSL or Lessee, as the case may be, at their respective addresses as set forth in the Confidential Credit Application or at such other address as either shall from time to time designate in writing.

28. **No Purchase Option.** Lessee shall have no option to purchase or otherwise acquire title to or ownership of any of the Equipment and shall have only the right to use it under and subject to the terms and provisions of this Agreement.

LESSEE'S CERTIFICATION

THE UNDERSIGNED LESSEE LEASES THE ABOVE-DESCRIBED EQUIPMENT FROM HSL, RATIFIES ANY AND ALL BILLS OF LADING EXECUTED BY ITS EMPLOYEES, AGENTS, AND INDEPENDENT CONTRACTORS, AND AGREES TO BE BOUND BY AND TO COMPLY FAITHFULLY WITH THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT, WHICH I HAVE READ AND UNDERSTOOD.

"Lessee"

By: _____

Print Name: _____

Print Title: _____

Date of Signature: _____

ACCEPTED AND AGREED:

HECKMANN SALES AND LEASING, INC.

By: _____

Print Name: _____

Print Title: _____

Date of Signature: _____