

AMERICAN FUEL TANK LLC

13200 SW 128 Street, Suite D2, Miami, FL 33186 | Tel. (786) 740-7078 | info@AmericanFuelTank.com | AmericanFuelTank.com

EQUIPMENT RENTAL AGREEMENT

Agreement No.: _____ Date: _____

1. PARTIES AND ORDER SUMMARY

RENTAL COMPANY ("Company"): American Fuel Tank LLC, 13200 SW 128 Street, Suite D2, Miami, FL 33186. Phone (786) 740-7078 — Email info@AmericanFuelTank.com.

RENTER ("Renter"):

Legal name: _____

DBA (if any): _____

Contact name: _____

Phone: _____ Email: _____

Billing address: _____

Delivery site address: _____

Site contact / phone: _____

EQUIPMENT (every size is available with or without containment dike):

■ 500-gallon steel skid-mounted diesel storage tank Containment dike: ■ Included ■ Not included

■ 1,000-gallon steel skid-mounted diesel storage tank Containment dike: ■ Included ■ Not included

■ 2,000-gallon steel skid-mounted diesel storage tank Containment dike: ■ Included ■ Not included

Unit / Serial No.: _____

Included with every rental: 15 GPM transfer pump, hose, automatic nozzle and mechanical meter.

Fuel type authorized for this rental: **DIESEL** (unless otherwise agreed in writing): _____

RENTAL PERIOD: Start (delivery date/time): _____ Scheduled end / pickup date: _____

For billing purposes: a "Day" is 24 hours from delivery, a "Week" is 7 consecutive days, and a "Month" is 28 consecutive days.

PUBLISHED RATES (USD, plus applicable taxes)

Tank size	Per Day	Per Week	Per Month
500 gallon	\$79	\$239	\$599
1,000 gallon	\$109	\$335	\$839
2,000 gallon	\$143	\$431	\$1,079

Note: Rental rates do NOT include delivery, pickup or taxes — delivery and pickup are quoted separately for each job based on distance, and applicable taxes (including Florida sales tax and any county surtax on equipment rentals) are added on top of the rates and charges.

CHARGES FOR THIS RENTAL:

Rate selected: ■ Day ■ Week ■ Month Amount: \$ _____

Delivery charge: \$ _____

Pickup charge: \$ _____

Security deposit (refundable, see Section 2): \$ _____

TOTAL DUE BEFORE OR AT DELIVERY: \$ _____

2. TERMS AND CONDITIONS

1. RENTAL AND TERM. This Agreement is a rental of equipment only, not a sale, lease-purchase or financing. The rental term begins when the Equipment is delivered to the delivery site and ends when the Company picks up the Equipment or the Renter returns it to the Company, whichever occurs first. The Equipment remains the sole property of the Company at all times.

2. PAYMENT, TAXES AND SECURITY DEPOSIT. The first rental period, delivery and pickup charges, and the security deposit are due before or at delivery. Renewal periods are invoiced in advance. Amounts not paid when due bear interest at [1.5% per month or the maximum rate allowed under Florida law, whichever is less]. All rates and charges in this Agreement are exclusive of taxes; the Renter shall pay, in addition, all applicable sales, use and similar taxes (including Florida sales tax and any county surtax) on the rental and other charges. The deposit is held as security for unpaid rent, damage, cleaning and any other amounts owed under this Agreement; it is not a limit of the Renter's liability and is not an advance payment of rent. Any deposit balance will be refunded within fifteen (15) business days after the Equipment is returned and inspected. The Renter authorizes the Company to charge the payment method provided by the Renter for any amounts due under this Agreement that remain unpaid.

3. DELIVERY, PLACEMENT AND PICKUP. Equipment is delivered EMPTY (no fuel); the Company rents equipment only and does not sell or supply fuel under this Agreement, unless otherwise stated in writing. Delivery and pickup charges are quoted per job based on distance and are not included in the rental rates. The Renter must provide a level, stable surface and clear, safe access for delivery and pickup, and is responsible for any permits and for compliance of the site with applicable codes.

4. USE, CARE AND REGULATORY COMPLIANCE. The Renter shall: (a) use the Equipment only for the fuel type authorized above, and never for hazardous waste or any other substance; (b) not modify, move to another site, sublease, sell, pledge or encumber the Equipment; (c) comply with all federal, state and local laws, regulations and fire codes applicable to fuel storage and handling, including required setbacks, grounding and secondary containment — where secondary containment is legally required, the Renter shall rent the containment-dike configuration or provide equivalent compliant containment; (d) keep the Equipment accessible for inspection and pickup; and (e) operate the pump and components only as instructed.

5. INSPECTION, CONDITION AND RETURN. The Renter will inspect the Equipment at delivery and note any pre-existing condition on the delivery receipt; acceptance of delivery is the Renter's confirmation that the Equipment is in good working order except as so noted. At the end of the rental, the Renter shall make the Equipment available empty, with the same fuel type it was used for, and reasonably clean. If the Equipment is returned contaminated or with a different fuel, the Renter will pay the Company's reasonable cleaning and decontamination costs.

6. EQUIPMENT FAILURE; LIMITED WARRANTY. If the Equipment fails to operate properly during the rental through no fault of the Renter, the Company will, at its option, repair the Equipment, replace it with a comparable unit, or terminate this Agreement and refund the prepaid charges for the unused portion of the period; rent abates for any full day the Equipment is out of service for such a failure. EXCEPT AS STATED IN THIS SECTION, THE COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE EQUIPMENT IS RENTED "AS IS" SUBJECT TO THE INSPECTION IN SECTION 5.

7. DAMAGE, LOSS AND THEFT. From delivery until pickup, the risk of loss is on the Renter. The Renter is responsible for damage beyond normal wear and tear (at the Company's reasonable repair cost) and for loss or theft (at full replacement value). The Renter shall notify the Company immediately of any damage, leak, loss or theft, and shall cooperate with any insurance or police report.

8. INSURANCE AND INDEMNIFICATION. The Renter shall maintain, at its cost, during the entire rental: (a) commercial general liability insurance; and (b) insurance against all risks of loss of or damage to the Equipment

for its full replacement value. The Renter shall provide certificates of insurance upon request [and shall name the Company as an additional insured and loss payee upon the Company's request]. The Renter indemnifies and holds the Company, its members, managers and employees harmless from claims, damages, fines and costs arising from the Renter's use of the Equipment, fuel handling, and any spill or release caused by the Renter's operations.

9. ENVIRONMENTAL RESPONSIBILITY. During the rental, the Renter is solely responsible for any spill, leak or release of fuel or other substances from the Equipment caused by the Renter's use, handling, overfilling or site conditions. The Renter shall immediately stop the source, notify the Company and the authorities as required by law, and complete cleanup and remediation at its sole cost using appropriately licensed contractors, in compliance with EPA and Florida Department of Environmental Protection requirements. The Renter is responsible for any fines or penalties arising from its operations.

10. OWNERSHIP, INSPECTION AND ENTRY. Title to the Equipment never passes to the Renter. The Renter grants the Company a license to enter the delivery site, on reasonable notice during business hours, to inspect the Equipment, and at the end of the rental or upon default, to recover and remove the Equipment.

11. DEFAULT, ABANDONMENT AND REMEDIES. Non-payment, misuse of the Equipment, abandonment of the Equipment or of the site, or breach of this Agreement is a default. On default, the Company may terminate this Agreement and recover the Equipment wherever it is located, to the extent permitted by law and without breach of the peace, and the Renter remains liable for rent accrued through pickup, recovery costs, damages, and reasonable attorneys' fees and costs of enforcement and collection.

12. EXTENSIONS, HOLDOVER AND EARLY RETURN. Extensions must be agreed in writing before the current period ends. Holding over past the scheduled end does not renew or extend this Agreement and does not create any tenancy; rental continues to accrue at the daily rate until pickup. Pickup scheduling requires at least [48] hours' notice from the Renter. Rental charges are earned for the full agreed period; early return or early pickup does not entitle the Renter to a refund of prepaid charges.

13. LIMITATION OF LIABILITY. The Company's total liability under this Agreement is limited to the rental charges actually paid for the affected rental period. The Company is not liable for the Renter's fuel or product, business interruption, or any indirect or consequential damages.

14. GENERAL. This Agreement is governed by Florida law; venue for any dispute is Miami-Dade County, Florida. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION ARISING OUT OF THIS AGREEMENT. This document is the entire agreement between the parties for this rental; any terms in the Renter's purchase orders or other documents that conflict with this Agreement are rejected and of no effect. Amendments must be in writing signed by both parties. The Renter may not assign this Agreement; the Company may assign it. Notices under this Agreement are effective when sent in writing to the addresses or emails shown above. If any provision is held unenforceable, the rest remains in effect. Electronic signatures and signed counterparts are valid and binding under Florida's Uniform Electronic Transaction Act.

3. SIGNATURES

Each person signing below represents that he or she is authorized to sign this Agreement on behalf of the party indicated.

COMPANY: American Fuel Tank LLC

Signature: _____ Date: _____

Name / Title: _____

RENTER:

Signature: _____ Date: _____

Name / Title: _____

Company: _____

DELIVERY AND CONDITION ACKNOWLEDGMENT (at delivery)

Equipment received in good working condition, except as noted:

Renter initials: _____ Date/time: _____

ANNEX A — PERSONAL GUARANTY (complete ONLY when required by the Company)

For valuable consideration, the undersigned guarantor unconditionally guarantees the prompt payment and performance of all of the Renter's obligations under this Agreement, including rent, charges, damages and costs of enforcement. This is a guaranty of payment, not of collection; the Company may proceed directly against the guarantor without first proceeding against the Renter. The guarantor waives presentment, demand, protest and notice of default.

Guarantor signature: _____ Date: _____

Guarantor name (print): _____

Guarantor address: _____