



RAIN FOR RENT™
CREDIT APPLICATION
MASTER RENTAL & SALES AGREEMENT

Account No. _____

APPLICANT: (IF INDIVIDUAL, LAST NAME, FIRST NAME, MIDDLE INITIAL)

TELEPHONE:

CELL PHONE:

Name or Style Under Which You Do Business (DBA)

FAX:

ADDRESS

CITY

STATE

ZIP

BILLING ADDRESS

CITY

STATE

ZIP

Year Established:

Federal Tax ID #:

Contractor License #

D & B Number:

Web Address:

E MAIL:

Primary SIC Code:

TYPE OF BUSINESS:

of Employees

Annual Revenue:

Stock Symbol if Publicly Traded:

☐ INDIVIDUAL ☐ CORPORATION ☐ GENERAL PARTNERSHIP ☐ LIMITED PARTNERSHIP
☐ JOINT VENTURE ☐ LIMITED LIABILITY PARTNERSHIP ☐ LIMITED LIABILITY COMPANY

NAME & ADDRESS OF PARENT CORPORATION

CORPORATE OFFICERS or PARTNERS (IF LIMITED PARTNERSHIP NAME OF GENERAL PARTNER) or MEMBERS or INDIVIDUALS (LIST SPOUSE)
NAME ADDRESS SOCIAL SECURITY OR TAX I. D. No.

1.

2.

3.

CREDIT REFERENCES : (LARGEST SUPPLIERS OR VENDORS) ADDRESS PHONE # FAX #

1.

2.

3.

FINANCIAL INFORMATION: NAME CITY STATE PHONE # FAX# ACCOUNT #

1. BANK/LENDER:

BANK/LOAN OFFICER:

PURCHASE INFORMATION:

P.O.'S REQUIRED

☐ YES ☐ NO

ESTIMATED ANNUAL PURCHASES:

\$

Have you ever filed for Bankruptcy?

☐ YES ☐ NO

SALES TAX INFORMATION: ☐ EXEMPT ☐ NON-EXEMPT RESALE CERTIFICATE/EXEMPTION #:

Customer's Statement: Read this statement before you sign it.

All information I have given in this application is true and correct. I have read this document in its entirety, both page 1 and 2, and acknowledge that no verbal representations were made to induce the signing of this agreement. By signing below this Application For Credit, Master Rental and Sales **AGREEMENT**, I agree to comply with and be bound by all terms and conditions contained herein. I understand that you will confirm the information and retain the application whether or not my application is approved. You are also authorized to receive information about my credit. You can answer questions and requests from others for credit and experience information about me and the applicant on existing accounts with you. I **authorize my bank and other lending institutions to release to WESTERN OILFIELDS SUPPLY COMPANY dba RAIN FOR RENT financial information to support my application.**

Signature & Title Date Customer/Authorized

Customer/Authorized Signature & Title Date

1. The terms and conditions of the rental and sale of any equipment ("Equipment") by Rain For Rent, Western Oilfields Supply Company, its subsidiaries and affiliates (collectively, "Rentor") to the Applicant ("Rentee") are stated in this Master Rental and Sales Agreement ("Agreement"), as supplemented by any Rentor invoice to Rentee ("Invoice"), any delivery documents, and any documents from Rentor regarding the use or handling of Equipment, or Rentor's consent under § 3(a).

2. Rentee shall pay to Rentor within 30 days ("Due Date") of the date of an Invoice all Equipment rental, sales and other charges (if any) stated therein ("Invoiced Charges") and interest at the rate of 1.5% per month (or if less, the highest rate permitted under law) on payments not received by the Due Date. Payments will be credited first against accrued interest and then Invoiced Charges. Rentee agrees that all funds from anyone or received by Rentee to the extent those funds result from the labor, material or Equipment supplied by Rentor shall be held in trust for benefit of Rentor ("Trust Funds"). Rentee agrees it has no interest in Trust Funds Held by anyone and to promptly account for and pay to Rentor all Trust Funds.

3. (a) RENTEE SHALL NOT PERMIT THE PRESENCE OF ANY HAZARDOUS WASTE IN EQUIPMENT WITHOUT RENTOR'S PRIOR WRITTEN CONSENT. (b) RENTEE SHALL NOT PERMIT ANY EQUIPMENT TO BE USED FOR THE STORAGE, SHIPMENT OR CARRIAGE OF ACUTE HAZARDOUS WASTE WITHOUT RENTOR'S PRIOR WRITTEN CONSENT. FURTHERMORE, UNDER NO CIRCUMSTANCES SHALL RENTEE PERMIT ANY EQUIPMENT TO BE USED FOR THE STORAGE, SHIPMENT OR CARRIAGE OF ULTRA HAZARDOUS WASTE. (c) RENTEE IS PROHIBITED FROM PLACING IN THE EQUIPMENT ANY MATERIAL THAT CAUSES OR IS SUSPECTED TO CAUSE CORROSION, INCLUDING, BUT NOT LIMITED TO, COPPER-BASED FUNGICIDE, CHAMP FLOABLE, KOCIDE 101, KOCIDE 606, COPPER-COUNT-N, AND RIDOMIL-COPPER FUNGICIDE. (d) Rentee shall advise Rentor of the exact location and condition of the Equipment when requested by Rentor. Rentee agrees that Rentor may inspect any Equipment at any time and at any place where Equipment is located.

4. All Equipment will be delivered to Rentee at the location set forth in the relevant Delivery Document and Rentee's execution of a Delivery Document shall be conclusive evidence that the relevant Equipment has been delivered to Rentee. Rentee agrees that this Agreement shall govern all "delivery without signature" deliveries should Rentee fail or be unable to sign the Delivery Document. At the option and cost of Rentee, Rentor may (but shall not be obliged to) provide (a) delivery and return freight services and/or (b) installation services, any such services shall be carried out during the term of the rental, (c) Rentee acknowledges that Equipment may have contained hazardous materials and/or environmental contaminants ("Contaminants"). Rentee may, at its sole option and expense, test any Equipment prior to taking delivery of it from Rentor. If Contaminants are detected in any Equipment prior to Rentee taking delivery thereof, Rentee may terminate its rental of the Equipment. IF RENTEE ELECTS NOT TO (I) TERMINATE ITS RENTAL OF THE EQUIPMENT OR (II) TEST THE EQUIPMENT, RENTEE SHALL THEREBY WAIVE ANY RIGHT TO OBJECT TO THE PRESENCE OF CONTAMINANTS IN ANY EQUIPMENT OR MAKE ANY CLAIM AGAINST RENTOR IN RESPECT THEREOF. Form-361

5. Rentee shall (a) use all Equipment only as permitted under this Agreement in a safe, careful and proper manner ("Permitted Uses"); and (b) at Rentee's sole cost and expense, maintain all Equipment in good repair and working order ("Maintenance/Repair"), including but not limited to safety features, any meter that measures hours of Equipment use ("Equipment Use Meter"), and belts, and will replace lubricants, oil and filters at least every 250 hours. Rentee shall not allow any Equipment to come into contact with any substance(s) that may cause damage. Rentee shall not modify,

or make any attachments to, any Equipment. Upon Rentee's written request, Rentor may provide Maintenance/Repair of Equipment and add Rentor's then current retail charges for such Maintenance/Repair to Rentee's Invoice. Rentee shall be responsible for any damage, harm or liability to any Equipment, Rentor, Rentee or another, which is related to modification or removal of any Equipment safety feature (including, but not limited to, guards, shrouds, railings, oil pressure, water temperature, pump discharge components).

6. Rentee shall be responsible for environmental fees covering waste fluid, fuel, filter and other disposal costs and for any fuel, product, maintenance and service related sur-charges. The environmental fee is not a government mandated charge. Rentee is responsible to comply with Fugitive Dust Provisions of Air Quality Management Districts. All taxes, levies, fees or assessments against Rentee, Rentor or Equipment due to Rentee's use of any Equipment, or Rentee's payments to Rentor (except Rentor's income tax liability as to such payments). At Rentor's sole option, Rentee shall either pay such amounts directly or shall reimburse Rentor for such amounts.

7. Rentee shall be liable for all damage to, or loss of, any Equipment regardless of cause or insurance coverage (collectively, "Loss"). Loss of any Equipment shall not relieve Rentee from its obligations under this Agreement. In the event of a Loss, Rentee shall promptly notify Rentor of the Loss (and in any event within 48 hours after Rentee's knowledge of such Loss), and shall promptly pay to Rentor: (a) the fair market value of Equipment or the cost of repair, as determined by Rentor in its sole and arbitrary discretion, (b) all rental charges up to the date Rentee pays Rentor the full amount of repair or replacement, (per §7(a)), and (c) all other amounts owed under this Agreement. Rentee shall be responsible for proper disposal of Loss Equipment but may not dispose of any Equipment until Rentor has been notified in writing and Rentee has paid all amounts due in full.

8. Rentee shall carry at its own expense (a) Commercial General Liability insurance \$1,000,000 combined single limit per occurrence, \$2,000,000 aggregate and Business Automobile Liability insurance covering all owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit each occurrence for damage or loss or personal injury, death or property damage occurring upon premises occupied by Rentee, or in connection with services rendered by Rentee, or Rentee's ownership, rental, subrental, maintenance or operation of any equipment or vehicle of any kind, (b) "all risk" property insurance covering the Equipment in an amount not less than full replacement value, and (c) sudden and accidental pollution coverage. All such insurance shall: (a) be in a form reasonably acceptable to Rentor; (b) name Rentor as an additional insured, loss payee, or both, as appropriate; (c) include a cross-liability clause; (d) provide a waiver of subrogation in favor of the Rentor; (e) be primary and without contribution from Rentor or its insurance carrier(s); and (f) require the insurance carrier to provide Rentor at least 30 days advance written notice of cancellation, expiration or material modification of such insurance. Should the Rentee's business include interstate or intrastate transportation of hazardous cargoes as defined by the Motor Carrier Act of 1980 (as amended), Rentee shall provide evidence of compliance with the financial responsibility requirements of the Motor Carrier Act (Form MCS-90). If higher limits or other forms of insurance are required by the Rentor, Rentee will comply with such requirements. Rentee shall provide written evidence of the insurance required hereunder from time to time, as requested by Rentor.

9. Rentee shall keep all Equipment free of any mortgage, pledge, encumbrance, charge, security interest, lien, or other claim or encumbrance against, created or suffered by, Rentee. Rentee shall not assign this Agreement, and shall not subrent, sublease or otherwise permit any person (other than Rentor) to use or possess any Equipment.

10. Rentee shall return all Equipment (a) to location(s) specified by Rentor (and safely stack any irrigation pipe), (b) in the same condition as when it was delivered to Rentee, and in good and efficient operating condition excluding normal wear and tear, (c) free from Rentee's signs or markings, and (d) in clean condition, and free of measurable amounts of Contaminants. Rentor may have Equipment tested for Contaminants, and if the presence of Contaminants is confirmed, the cost of all testing and elimination of Contaminants from the Equipment shall be at Rentee's expense. All filtration media including, without limitation, carbon, sand, cartridges, bags, coalescing packs are the property of the Rentee and must be removed from the rental Equipment prior to return.

11. ALL EQUIPMENT IS RENTED "AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY (a) THAT IT IS FIT FOR ANY PARTICULAR PURPOSE; (b) REGARDING CLAIMS OF PATENT OR COPYRIGHT INFRINGEMENT; (c) OF QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, MERCHANTABILITY, PERFORMANCE, MATERIAL OR WORKMANSHIP, OR AGAINST HIDDEN OR LATENT DEFECTS AND ALL SUCH RISKS ARE TO BE BORNE BY RENTEE AT ITS SOLE COST AND EXPENSE, AND RENTEE WAIVES ALL RIGHTS AND REMEDIES IT MAY HAVE UNDER THE UNIFORM COMMERCIAL CODE DEEMED APPLICABLE TO THIS AGREEMENT. RENTOR SHALL NOT BE RESPONSIBLE FOR DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING OUT OF RENTEE'S RENTAL OR USE OF THE EQUIPMENT.

12. Rentee shall hold harmless, indemnify and defend the Rentor Group from Losses arising from, in connection with or related to Claims. "**Rentor Group**" means Rentor, its successors, assigns, parents, subsidiaries and affiliates, and their respective shareholders, representatives, directors, officers, employees and agents. "**Losses**" means all losses, attorneys fees and costs, other fees, costs, expenses, claims, liabilities, damages, penalties and fines. "**Claims**" means all lawsuits, judgments, administrative rulings or decisions, claims, arbitration awards, arising from, in connection with or related to (a) Rentee's failure to comply with §5, (b) any Default (as defined in §13), (c) the use, possession, renting, leasing, subleasing, operation, transportation, maintenance, condition, repair, replacement, return and/or storage of any Equipment, (d) any pollution, contamination, environmental impairment and/or similar condition directly or indirectly caused by or resulting in whole or in part from Rentee's use of any Equipment or (e) any environmental statutory or regulatory compliance requirements applicable to any equipment (or any use thereof) and required under any and all foreign or domestic federal, state or local laws, treaties, ordinances, regulations, codes, rules, orders, guidelines, policies or requirements of any governmental authorities which regulate or impose standards of liability or conduct concerning air, water, soils, wetlands and watercourses, solid waste, hazardous waste and/or materials, worker and community right-to-know, noise, resource protection, health protection and similar environmental, health, safety, and land use concerns as may now or at any time hereafter be in effect. This indemnification shall survive the termination of the Agreement.

13. Should the Rentee in any way fail to perform, observe or keep any provision of this Agreement ("Default"), Rentor may at its option do any one or more of the following: (a) terminate this Agreement; (b) declare all amounts payable hereunder due and immediately payable and commence legal action therefor; (c) retake possession of the Equipment, holding the Rentee liable for all rental and other charges and for all costs and fees incurred in connection with the retaking of the Equipment; or (d) pursue any other remedies available by law. Default includes but is not limited to, filing under any bankruptcy, reorganization, receivership, insolvency, moratorium or other laws relating to the relief of debtors, readjustment of indebtedness, financial reorganization, arrangements with creditors, compositions or extensions of indebtedness; or insolvency of Rentee. The Rentee certifies by signing this Agreement they are financially solvent as of the date signed and that they will immediately notify Rentor of a material adverse change in their financial condition.

14. CRIMINAL WARNING: the use of false identification or information to obtain Equipment or failure to return the Equipment by the Due Date may be considered a theft subject to criminal prosecution pursuant to applicable criminal or penal code provisions.

15. Notices shall be deemed given when sent by telecopy (with reasonable confirmation of receipt), or by reputable overnight delivery courier to Rentor or Rentee at its address stated on page 1 of this Agreement, or such other address from time to time designated in writing by the party to which notice is to be given.

16. (a) California law shall govern this Agreement notwithstanding any choice of law rule to the contrary. Venue for any legal disputes between parties will lie exclusively in the courts of Kern County, California or where rental/services were performed at the sole discretion of Rentor. Rentor and Rentee agree that this Agreement is entered into in Kern County. The Agreement shall be enforced as if any provision, which has been finally determined by a court of competent jurisdiction to be invalid under any applicable laws or regulations, was omitted. (b) Rentee shall execute and deliver such instruments and assurances as Rentor requests to confirm or perfect this Agreement or Rentor's rights under this Agreement. Rentee shall provide information needed by Rentor to accurately prepare and file all tax returns and reports concerning the Equipment. (c) Any failure of Rentor to require strict performance by Rentee of any provision(s) of this Agreement shall not waive or diminish Rentor's right thereafter to demand strict compliance therewith or with any other provision. Any waiver by Rentor of a default by Rentee shall not constitute a waiver of any other default by Rentee. (d) This Agreement (i) represents the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and (ii) the Agreement may be executed in any number of counterparts, which shall together constitute one contract. (e) No provision of this Agreement shall be waived, modified, altered, or amended, except in writing signed by the party to be charged. (f) Rentee shall have no right or option to buy any Equipment except as otherwise stated in an Invoice. Rentee shall acquire no ownership interest or equity in any Equipment due to payment of rent to Rentor. All Equipment shall remain personal property and shall not become a real property fixture. (g) A defaulting party shall pay all damages, costs and expenses including, without limitation, attorney and accounting fees, reasonably incurred by the other party by reason of such default, with or without litigation.

17. Additional Terms and Conditions for Sales: (a) **Terms and Conditions**. The above terms and conditions, as applicable, are hereby incorporated into any Sales transactions. References to "Seller" will include "Rentor" and references to "Buyer" will include "Rentee". (b) **Delay**. Seller shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond seller's control, including without limitation, strikes, lockouts, fires, embargoes, war or other outbreak of hostilities, acts of God, inability to obtain shipping space, machinery breakdowns, delays of carriers or suppliers, and domestic or foreign or governmental acts or regulations. (c) **Waiver**. All claims shall be deemed waived unless made in writing, delivered to seller within 10 days after receipt of goods by buyer. (d) **Inspection**. Buyer shall afford seller prompt and reasonable opportunity to inspect goods as to which any claim is made as above stated. Seller reserves the right, in its sole discretion, to repair or replace any claimed defect in the goods. (e) **Cancellation of Merchandise**. Cancellation of standard items may be honored only if the request is received prior to shipment. Custom made or special items may not be canceled unless cancellation precedes the in-process manufacture of the item. (f) **Manufacturer Warranties**. Buyer must comply with all original manufacturer's terms and conditions for any warranty claims that may arise. Seller does not warranty the merchandise sold beyond the terms of such warranty offered by the manufacturer, if any. Neither Rent For Rent nor the manufacturer warranties the product if it has failed due to **corrosion**, misuse or damage; (2) it has been altered, repaired or modified in any way that would adversely affect its operation; or (3) it was installed or operated other than in accordance with manufacturer's operating instructions.

18. In this Agreement, the following terms shall have the respective meanings given to them: (a) "Acute Hazardous Waste" means any and all Contaminants, hazardous waste, materials and substances (including, without limitation, polychlorinated biphenol contaminants (PCBs), pentachlorophenols and normally occurring radioactive materials (norm) but excluding Ultra Hazardous Waste; (b) "Ultra Hazardous Waste" means any (i) radioactive, corrosive, explosive or biological waste and materials (but excluding normally occurring radioactive materials (norm)) and/or (ii) hazardous, toxic or dangerous waste, material or other substance, whether solid, liquid or gas, as defined in the Resource Conservation and Recovery Act of 1976 (as amended from time to time) and any successor legislation thereto or regulations promulgated pursuant thereto.

INITIAL HERE: _____