

1. DEFINITIONS RFP.COM means the corporate subsidiary of RentFirePumpsDotCom, LLC, a Florida limited liability company, identified on the first page of this Rental Agreement from whom the Customer has rented the Equipment. Equipment means any one or more of the items as such on the first page of this Rental Agreement, and shall include any accessories, attachments or other similar items delivered to Customer, such as hoses, pipe, fittings, tools, batteries, electronic devices, fuel tanks, and nozzles. Customer means the person or entity identified as such on the first page of this Rental Agreement, including any representative, agent, officer or employee of Customer. Store Location means the RFP.COM address in the upper left-hand corner on the first page of this Rental Agreement. Rental Period means the period of time between the Date Out and Date Due as set forth on the first page of this Rental Agreement, except that the Rental Period may terminate earlier as provided in paragraph 17 hereof or maybe extended as agreed by the parties.

2. AUTHORITY TO SIGN Any individual signing this Rental Agreement represents and warrants that he or she is of legal age, and has the authority and power to sign this Rental Agreement on their own behalf or for the Customer.

3. INDEMNITY/HOLD HARMLESS TO THE FULLEST PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD RFP.COM HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIM, LOSS, DAMAGE OR COST (INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES, LOSS OF PROFIT, BUSINESS INTERRUPTION OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES, DAMAGES RELATING TO BODILY INJURY, DAMAGES RELATING TO WRONGFUL DEATH) CAUSED BY OR IN ANY WAY ARISING OUT OF OR RELATED TO OPERATION, USE, MAINTENANCE, INSTRUCTION, POSSESSION, TRANSPORTATION, OWNERSHIP, OR RENTAL OF THE EQUIPMENT, INCLUDING WHENEVER SUCH LIABILITY, CLAIM, LOSS, DAMAGE OR COST IS FOUNDED, IN WHOLE OR IN PART, UPON ANY NEGLIGENT OR GROSSLY NEGLIGENT ACT OR OMISSION OF RFP.COM OR THE PROVISION OF ANY ALLEGEDLY DEFECTED PRODUCT BY RFP.com. THIS INDEMNITY PROVISION APPLIES TO ANY CLAIMS ASSERTED AGAINST RFP.COM BASED UPON STRICT OR PRODUCT LIABILITY CAUSES OF RFP.COM OR BREACH OF WARRANTY.

4. INSPECTION OF EQUIPMENT Customer acknowledges that Customer has inspected the Equipment prior to taking possession thereof, finds it in good working order and repair, and suitable for Customer's needs. Customer agrees that upon commencement of the rental term, the Equipment(s) shall be deemed to be in proper working condition, free of any defect(s) or damage, and the Customer agrees that it shall be fully responsible for maintaining the Equipment immediately upon commencement of the rental term. Customer is familiar with the proper operation and use of each item of Equipment. Customer has inspected or will inspect hitches, bolts, safety chains, hauling tongues and other devices and materials used to connect the Equipment to Customer's towing vehicles if applicable. RFP.COM is not responsible for any damage to Customer's towing vehicle caused by detachable hitches or mirrors.

5. LIMITATION OF LIABILITY In no event shall RFP.COM be responsible to Customer or any other party for any loss, damage or injury caused by, resulting from or in any way connected

with the Equipment, its operation or its use, RFP.COMs failure to deliver the Equipment as required hereunder, or RFP.COMs failure to repair non-working Equipment. Customer acknowledges and assumes all risk inherent in the operation, use and possession of the Equipment, from the time Equipment is delivered to the Customer, until the Equipment is returned to RFP.COM and will take all necessary precautions to protect all persons and property from injury or damage from Equipment.

6. USE OF EQUIPMENT Customer will not use or allow anyone to use the Equipment: (a) for an illegal purpose or in an illegal manner, or without a license, if required under any applicable law or (b) who is not in Customer's direct employ and who is not qualified to operate it. Customer agrees at Customer's sole expense to comply with all applicable municipal, state and federal laws ordinances and regulations (including OSHA) which may apply to the use of the Equipment. Customer agrees to check filters, oil, fluid levels and tire air pressure, to clean and visually inspect the Equipment daily and to immediately notify RFP.COM when Equipment needs repair or maintenance. Customer acknowledges that RFP.COM has no responsibility to inspect the Equipment while it is in Customer's possession. RFP.COM shall have the right to replace the Equipment with other similar equipment at any time and for any reason.

7. DISCLAIMER OF WARRANTIES RFP.COM MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE OR THAT IT IS FREE FROM DEFECTS, EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS RENTAL AGREEMENT. RFP.COM DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, MADE IN CONNECTION WITH THIS RENTAL AGREEMENT.

8. MALFUNCTIONING EQUIPMENT Should the Equipment malfunction or require repair, Customer shall immediately cease using the Equipment and immediately notify RFP.COM in writing. If RFP.COM deems, at its sole discretion, that the Equipment requires repair due to normal operation, RFP.COM will repair or replace the Equipment with similar equipment in working order, if such replacement equipment is available. RFP.COM has no obligation to repair or replace Equipment rendered inoperable by misuse, abuse or neglect. Customer's sole remedy for any failure or defect in Equipment shall be the termination of any rental charges accruing after the time of failure, but only if the failure or defect was the result of normal operation. In this instance, Customer must notify RFP.COM immediately and in writing, and must return the Equipment within 24 hours from the time of defects in order to terminate rental charges subject to paragraph 9. In the event that RFP.COM deems that such failure or defect was caused by Customer's misuse or improper operation of the Equipment, then Customer shall be liable for all rental charges accruing thereafter until the Equipment is sufficiently repaired or replaced.

9. RETURN OF EQUIPMENT / DAMAGED OR LOST EQUIPMENT. At the expiration of the Rental Period, Customer will return the Equipment to the Store Location during RFP.COMs business hours. Such Equipment to be returned in the condition and repair as when delivered to Customer, subject to reasonable wear and tear as defined below. Customer shall be liable for all damages to or including any damages during transit to or from Customer. In the case of the loss or destruction of any Equipment or inability or failure to return same to RFP.COM for any

reason whatsoever, Customer shall pay RFP.COM the then full replacement list value together with the full rental rate as specified until such Equipment is replaced. If RFP.COM deems, at its sole discretion, that the Equipment is returned in a damaged or excessively worn condition, Customer shall pay RFP.COM all costs of repair (including labor and other costs associated with the repair) and also remain liable to continue paying rental on the Equipment at the regular rental rate, until all repairs have been completed. RFP.COM shall be under no obligation to commence repair work until Customer has paid to RFP.COM the estimated cost thereof.

10. REASONABLE WEAR AND TEAR Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use. The following shall not be deemed reasonable wear and tear: (a) damage resulting from lack of lubrication, insertion of improper fuel or maintenance or necessary oil, water and air pressure levels; (b) except where RFP.COM expressly assumes the obligation to service or maintain the Equipment, any damage resulting from lack of servicing or preventative maintenance.

Additionally, reasonable wear and tear shall not include the following as suggested in the manufacturer's operation and maintenance manual: (z) damage resulting from any collision, overturning or improper operation, including overloading or exceeding the rated capacity of the Equipment; (y) damage in the nature of dents, bending, tearing, staining, corrosion and misalignment to or of the Equipment or any part thereof; or (x) any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry. Repairs to the Equipment shall be made to reasonable satisfaction of RFP.COM and in a manner which will not adversely affect operation, manufacturer's design or value of Equipment.

11. LATE RETURN Customer agrees that if the Equipment is not returned on the scheduled due date, customer is responsible to continue paying rental rate applicable to the Equipment, or (b) pay any increased rental rate(s) in effect at the time of or after the expiration of the Rental Period.

12. RENTAL PERIOD / CALCULATION OF CHARGES Rental charges commence when the Equipment leaves the RFP.COM Location and ends when the Equipment is returned to the Store Location in as good condition as when received, reasonable wear and tear excepted, and during RFP.COM's regular business hours. First month rental charges are billed on the first day of the rental period and are subsequently billed on the first day each month throughout duration of rental period. Rental charges accrue during Saturdays, Sundays and Holidays. Customer shall truthfully and accurately certify to RFP.COM the number of times the Equipment was operated during rental period. Upon the expiration of the Rental Term as identified on the face hereof, Customer shall return the Equipment to RFP.COM. Should Customer fail to timely return the Equipment to RFP.COM, it shall be deemed as a material breach of this Rental Agreement. TIME IS OF THE ESSENCE as to all aspects of this Agreement.

13. DEPOSIT In addition to securing the payment of rental charges hereunder, Customer agrees that any rental deposit shall be deemed to be a guarantee by Customer of the full and complete performance of each and all of the terms, covenants and agreements to be performed by Customer hereunder, and in the event of any breach by Customer, the deposit will be credited against any damages, cost or expense incurred by RFP.COM as a result of breach. RFP.COM

shall require a credit card authorization form be filled out by customer and returned to RFP.com prior to mobilization and delivery of rental equipment.

14. PAYMENT All amounts due hereunder shall be payable in full upon the end of the Rental Period by return of the Equipment to RFP.COM or immediately following RFP.COM's invoice to Customer, whichever comes first. Customer acknowledges that timely payment of rental charges is essential to RFP.COM's business operations and it would be impractical and extremely difficult to fix the actual charges caused by late payment. Customer and RFP.COM agree that there shall be added to all past due rental charges a late payment fee equal to the lesser of 1.5% per month (18% per annum) on any such past due amounts or the maximum amount allowed by applicable law.

15. TITLE / NO PURCHASE OPTION / NO LIENS This Rental Agreement is not a contract of sale and Customer acknowledges that title to the Equipment shall at all times remain solely and exclusively with RFP.COM. Unless covered by a specific supplemental agreement signed by RFP.COM, the Customer has no option or right to purchase the Equipment. Customer shall keep the Equipment free and clear of all mechanics and other liens and encumbrances. In the event of any such lien or encumbrance, Customer shall promptly discharge or remove any such claim, lien or encumbrance. If Customer fails to do so, RFP.COM may, at its option, discharge the same, advancing any amounts necessary therefore. Customer shall promptly reimburse RFP.COM for all such amounts with interest at the maximum legal rate. Upon request by RFP.COM, Customer shall immediately execute and deliver to RFP.COM, UCC-1 forms for recording in the county where the Equipment is located and with the secretary of states office.

16. TIRE AND TUBE REPAIR OR REPLACEMENT Repair or replacement of tires and tubes is the responsibility of the Customer and is not included in the rental rate.

17. DEFAULT Customer shall be deemed to be in default should Customer in any way fail to pay any amount when due hereunder, or to perform, observe or keep any provision of this Rental Agreement, or should the Customer become insolvent (as described herein) or should RFP.COM anticipate that Customer may become insolvent or that Customer may otherwise become in default. If Customer is in default, RFP.COM may do any one or more of the following: (a) terminate the Rental Period; (b) declare the entire amounts due hereunder immediately due and payable and commence legal action therefore; (c) cause RFP.COM's employees or agents, without notice or legal process, to enter upon Customer's property and take all action necessary to retake possession of the Equipment, in which event Customer waives all claims for damages and losses, physical and monetary caused thereby and shall pay all costs and expenses incurred by RFP.COM in retaking possession; or (d) pursue any other remedies available by law. The Customer shall be considered insolvent if the Customer (i) shall generally not pay or shall be unable to pay, or admit its inability or anticipated inability to pay its debts as such debts become due; or (ii) shall make an assignment for the benefit of creditors or petition or apply to any tribunal for the appointment of a custodian, receiver or trustee for it or a substantial part of its assets; or (iii) shall commence any proceedings under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or (iv) shall have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or adjudication

or appointment is made; or (v) shall take any RFP.COM indication of its consent to approval or acquiescence in any such petition, application, proceeding or order for relief or the appointment of a custodian receiver or trustee for all or any substantial part of its properties.

18. CUSTOMER'S INSURANCE COVERAGE Customer agrees to maintain and carry at its sole cost adequate liability, physical liability, property damage and casualty insurance for the full replacement cost of the Equipment, including all risks of loss or damage covered by standard extended coverage and endorsement, to cover any damage or liability arising from the handling, transportation, maintenance, operation, possession or use of the Equipment during the entire Rental Period. When requested, Customer shall supply to RFP.COM proof of such insurance by Certificate of Insurance, clearly setting forth the Coverage for the Equipment and naming RFP.COM as loss payee and additional insured: such insurance and evidence thereof to be in amounts and form satisfactory to RFP.COM. The Certificate of Insurance and policy shall provide that RFP.COM shall receive not less than 30 days' prior notice to any cancellation of the insurance required hereunder.

19. NO ASSIGNMENT, LENDING OR SUBLETTING Customer shall not sublease, sub-rent, assign or loan the Equipment, and any such activity by Customer, without RFP.COM's written consent, shall be void. Customer agrees to use and keep the Equipment at the location set forth on the first page of this Rental Agreement unless RFP.COM approves otherwise in writing. RFP.COM may at any time, without notice to Customer, transfer or assign this Rental Agreement or any Equipment or any moneys or other benefits due or to become due hereunder.

20. ENTIRE AGREEMENT / ONLY AGREEMENT These Terms and Conditions along with any additional terms and conditions contained in the Rental Agreement represent the entire agreement between the Customer and RFP.COM with respect to the Equipment and the rental of Equipment. There are no oral or other representations or agreements not included herein. None of RFP.COM's rights may be changed and no extension of the terms of this Rental Agreement may be made except in writing, signed by both RFP.COM and Customer. Any use of Customer's purchase order number on this Rental Agreement is for Customer's convenience only.

21. ORDER OF PRECEDENCE The terms and conditions of this Rental Agreement shall control over any conflicting preprinted terms and conditions contained in Customer's purchase order or similar documents.

22. OTHER PROVISIONS

A. Any failure of RFP.COM to insist upon strict performance by Customer of any terms and conditions of this Rental Agreement shall not be constructed as a waiver of RFP.COM's right to demand strict compliance. Customer has carefully reviewed this Rental Agreement and waives any principal law which would construe any provision hereof against RFP.COM as the draftsman of this Rental Agreement.

B. Customer agrees to pay all reasonable costs of collection, including attorney's fees, court costs, appellate fees, and other expenses incurred by RFP.COM in the collection of any charges due under this Rental Agreement or in connection with the enforcement of its terms.

C. Customer shall pay the rental charge(s) without any offsets, deductions or claims.

D. The federal and state courts in the country in which the Store Location is located shall have exclusive jurisdiction over all matters relating to this Rental Agreement. **TRIAL BY JURY IS WAIVED.** In order to affect services of process on RFP.COM please contact Secretary of State Corporations Division or the equivalent office in your state, obtain the name of the registered agent and the registered officer's address that is on file with the Secretary of State for RFP.COM. RFP.COM shall be entitled to decrees of specific performance (without posting bond or other security) in addition to such other remedies as may be available.

23. RESERVATION CANCELLATION If Equipment has been reserved and quote accepted, a reservation cancellation fee equal to the value of one (1) month of rental charges shall be charged to customer. If reservation is canceled within 72 hours of the scheduled delivery date, one way delivery shall be charged in addition to one (1) month rental.

24. CRIMINAL WARNING The use of false identification to obtain Equipment or the failure to return the Equipment by the end of the Rental Period may be considered a theft subject to criminal prosecution pursuant to applicable criminal or penal code provisions.

25. MISCELLANEOUS CHARGES Equipment must be returned in the same condition as when delivered.

CUSTOMER IS RESPONSIBLE FOR ALL FUEL USED IN THE EQUIPMENT DURING THE RENTAL TERM. DIESEL FUEL USED DURING RENTAL PERIOD SHALL BE CHARGED AS PROVIDED IN THE RENTAL AGREEMENT. AT THE END OF THE RENTAL TERM, CUSTOMER SHALL RETURN THE EQUIPMENT WITH A FULL FUEL TANK.

26. CREDIT CARD PROCESSING FEE

Credit card processing fee of 4% shall be added to credit card transactions.