

RESOLUTION 24-25

**A RESOLUTION TO AUTHORIZE RENTAL AERATION EQUIPMENT
DURING REPAIRS TO THE AERATOR 1B AT THE WWTP**

WHEREAS, the Aerator 1b at the Wastewater treatment plant showed signs of imminent failure; and

WHEREAS, the aerator is a critical component to the City of Spring Hill wastewater treatment process; and

WHEREAS, the Board of Mayor and Alderman approved a resolution to repair the aerator 1b at the wastewater treatment plant; and

WHEREAS, John Bouchard & Sons Co. time to complete the repair exceeded the original anticipated repair time by 5 additional weeks; and

WHEREAS, Blue Tank and Pump rental provided equipment for temporary aeration during this repair with initial estimated costs for the original 2 weeks of \$22,824.00; and

WHEREAS, the parts for the repairs to the aerator were delayed an additional five week beyond the initial estimate causing additional charges for the rental of the temporary aeration system; and

WHEREAS, funding for the repairs will be expensed in the 2023-2024 budget year from budget amendment no. 2 at a total cost of \$67,340.341.

NOW, THEREFORE, BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen authorize the expenditure of \$67,340.34 from budget amendment no. 2.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 5th day of February 2024.


Jim Hagaman, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 24-25*
SUBMITTED BY: Jessica Weaver, Utility Director
DATE: February 6th, 2024
RE: To approve rental equipment costs during repairs of Aerator
 1B at the WWTP

ATTACHMENTS:

PURPOSE:

To approve Resolution 24-25 to approve temporary aeration rental equipment during repairs to the Aerator 1B at the WWTP.

BACKGROUND:

The City of Spring Hill Wastewater treatment facility currently has 4 aerators All four aerators are required to be operational at all times to ensure the biology of the treatment process is maintained and the system does not become septic. Aerator 1b showed signs of imminent failure and had to be repaired. Our current contractor, JBS evaluated the equipment for repairs and determined the aerator needed a complete rebuild including bearings and seals. The parts were ordered before the aerator was taken out of service, but some additional parts had to be ordered once it was dismantled. This caused an additional delay of 5 weeks which in turn caused the additional need for the rental equipment time be extended.

FINANCIAL IMPACT:

The extended time for the rental equipment plus the original equipment rental cost is a grand total of \$64,268.77. This will be funded from Wastewater operating budget through budget amendment no. 2. at a total cost of \$67,340.34.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 24-25 to approve rental equipment cost during repairs to the Aerator 1B.



The Quantity You Need at the Quality You Want

21K Tanks - Mini Tanks - Double Wall Tanks - Poly Tanks - Open Top Tanks -
Containments - Diesel Pumps - Electric Pumps - Hoses - Filtration - Water
Treatment Systems - Vac Boxes - Dewatering Boxes - Sealed Roll Off Boxes -
Light Towers - Flameless Heaters - Generators - Air Compressor

November 7, 2023

City of Spring Hill
Greg Shouse
931-982-2785

WWTP Aeration Replacement System

Assumptions:

All Equipment

1. BTPR provides 24/7 emergency service if there are any issues with the equipment.
2. Rental prices are calculated using estimates and are subject to change based upon actual quantity of material used and time actually rented.
3. Diesel driven equipment requires service every 250/500 hours depending on equipment type, to be performed by customer or BTPR for an additional cost.
4. The customer will be billed for any damages that occur to the equipment from misuse.
5. Fuel and DEF are not included for the equipment.
6. Equipment must be onsite for placement of equipment, unless otherwise arranged.
7. Prevailing wage rates are not included in this quote, prevailing wage rates can be added if required.
8. All invoices will include a 1.5% environmental fee.

Pump Specific Assumptions

9. Strainers are the customer's responsibility to clean.
10. Pump Estimated Flow rates are based on clean clear water of normal consistency with a specific gravity of 1. Water with sludge, trash, mud, ragging and anything that can clog pump or strainer will potentially reduce flow of the system.
11. Blue Tank and Pump Rental can only assist in helping the customer with any flow rates, final bid and setup flow rates must be the customers decision not BTPR.
12. Blue Tank must always have access to suction and discharge points.
13. Water must be onsite for flushing of bypass.
14. Pipe Plug Installation, Bracing, and Inflation is the sole responsibility of the customer. Blue Tank WILL NOT install and inflate or deflate pipe plugs.
15. Customer is responsible for providing life power for placement of equipment.

Tank and Box Assumptions

16. All Tank Cleanings are T&M plus disposal upon return, unless returned clean. BTPR can only provide cleaning and disposal service on Non-Hazardous Materials.
17. Tanks must be empty before they can be picked up or moved.

Blue Tank and Pump Rental
888-BLU-TANK



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 Light Towers - Flameless Heaters - Generators - Air Compressor

Scope of Work:

System Description:

Provide system for temporary aeration during the install of new permanent aeration system. The system will utilize 2 pumps, 3 blowers, and 3 aeration tanks.

Pricing:

Rental Equipment	
Description	Quantity
21k Frac Tank w/ Fine Aeration	3
20hp Electric Blower	3
4 JSCM - 24hp - Open Canopy	2
8"x20' Nova Flex	2
4"x20' Rubber Hose	8
3"x20' Rubber Camlock Hose	7
4" Strainer	1
8" Bolt and Gasket Kit	4
4" Flanged Male Bauer	2

Rental Pricing			
	Day	Week	4 Week
Subtotal	\$ 2,536.00	\$ 7,608.00	\$ 22,824.00
Tax	0.00%	0.00%	0.00%
Total	\$ 2,536.00	\$ 7,608.00	\$ 22,824.00



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 Light Towers - Flameless Heaters - Generators - Air Compressor

Sales Items				
Description	Unit Rate	UOM	Estimated	Extended
Mobilization	\$ 2,765.07	LS	1	\$ 2,765.07
Setup	\$ 1,735.00	LS	1	\$ 1,735.00
Teardown	\$ 1,018.00	LS	1	\$ 1,018.00
Demobilization	\$ 2,765.07	LS	1	\$ 2,765.07
Subtotal				\$ 8,283.14
Tax				0.00%
Total				\$ 8,283.14

Optional Rental Equipment						
Description	Quantity	Terms (Day)	Unit Rate Each	Extended Day Rate	Extended Week Rate	Extended 4 Week
125Kva Generator	1	3	\$ 780.00	\$ 780.00	\$ 2,340.00	\$ 7,020.00

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TERMS AND CONDITIONS:

Where changes to the original scope become necessary, Blue Tank and Pump Rental will promptly notify the customer. In doing so, a revised price will be established in order to complete the project as scoped.

Industry standard usage for diesel driven equipment is 10 hrs per day, 50 hrs per week and 200 hrs per month. For all diesel driven equipment, the rates are based on a 10 hr per day shift. If equipment is used for a double shift, then it is charged at 1.5 times the 10 hr rate. If the equipment is used for a triple shift it is charged at 2 times the 10 hr rate. Overages are balanced over the rental period and only charged on the diesel equipment, not all other rental items on the job. Diesel driven equipment must typically be serviced every 250/500 hrs depending on equipment type either by the customer or BTPR will do for an additional cost.

This quote is contingent on the customer providing reasonable access to the site and that the Customer represents and warrants to Blue Tank and Pump Rental that they will have the legal right, title and interest necessary to provide access to the site. In addition, the Customer warrants that it has supplied Blue Tank and Pump Rental with complete and accurate information regarding documentation and/or information concerning the scope of work.

Blue Tank and Pump Rental guarantees to hold these prices for ninety (90) days from the date of the quotation and payment terms of net thirty (30) days.

Blue Tank and Pump Rental will initiate this project upon receipt of a signed Rental Agreement or a Purchase Order.

Work interruptions or delays caused by acts or omissions out of the control of Blue Tank and Pump Rental will be charged to the customer on an hourly basis.

If you accept this quote, please sign and return to Blue Tank and Pump Rental.

Thank you for your consideration of Blue Tank and Pump Rental for this project.

Thanks,

Brett Harper

Project Manager
Blue Tank and Pump Rental
bharper@bluetankandpump.com
Cell: 615-651-1337
Office: 1.888.258.8265

AGREED: City of Spring Hill

Printed: Jim Hagaman, Mayor Signed: 
Title: Mayor PO#: _____

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BLUE TANK AND PUMP RENTAL, LLC STANDARD RENTAL TERMS

Blue Tank and Pump Rental, LLC will hereinafter be referred as: Blue Tank. Customer understands and agrees to the following terms:

1. ACCEPTANCE of EQUIPMENT: Customer acknowledges it and has inspected or has been given the opportunity to inspect the equipment and accepts the equipment 'AS IS' and finds it in good working order.

Customer agrees that all liability and risk of loss for said equipment passes to Customer at the time the equipment is loaded onto Customer's truck, or if a common carrier is utilized, at the time the equipment is loaded onto the common carrier from Blue Tank's facility. If Blue Tank delivers said equipment to the Customer, liability and risk of loss passes to Customer at the time Blue Tank tenders the equipment to Customer for unloading by Customer and/or agent. Customer is responsible for providing the means (equipment manpower, etc.) to load and unload the equipment from (and to) the delivery truck upon delivery and/or pickup and it expressly assumes all liability for losses and/or damages sustained during the process of loading or unloading said equipment.

2. RENTAL RATES: Rental charges begin the day the equipment leaves the Blue Tank facility and stop the day it is returned to us via your truck or on the day Customer obtains a Rental Termination and arranges for Blue Tank to pick up the equipment. Customer remains responsible for the equipment until its return or pick up by Blue Tank - even if a Rental Termination has been obtained. Credit is not given for periods when the equipment is not used **WE RENT TIME, NOT USAGE OF EQUIPMENT**. Rental of additional items will be provided at current rental rates. Should additional items be requested by the Customer or if items are exchanged or moved to another project, all of the terms of this agreement still apply. Meter overages will apply if the Hour Meter on the item incurs more than 10 hours per day, 50 hours per week, or 200 hours per month. The total usage hours will be balanced out over the entire rental period. Amount for overage charges are specific to the rented item.

3. EQUIPMENT OPERATION: The Customer agrees to provide competent operators for all operations or use and is responsible for ensuring each operator of the equipment is properly trained and qualified and ensuring that all operators are of legal age, are not under the influence of alcohol or drugs and are in compliance with all applicable laws, rules and regulations. Only Customer, its employees or representatives acting in the course of their employment may use or operate equipment. Customer agrees to obtain any permits that may be necessary to operate the equipment.

4. MAINTENANCE/ SERVICE: Customer agrees to maintain and care for the equipment rented on a daily basis. **Should the equipment require maintenance call the location where you rented the equipment and report the problem to arrange for service. If it is after normal business hours, call 1-888-258-8265, and use the emergency extension.** You will need the unit number and meter hours when calling. If damage of any kind is caused by Customer from improper use, application or lack of maintenance, the Customer agrees to pay for the repairs and/or replacement as needed. Customer agrees to continue to pay normal rental charges on items damaged due to improper use or application or lack of maintenance, until the damaged equipment is repaired and/or replaced and returned to Blue Tank rental fleet. Damage caused by normal wear and tear, as determined by Blue Tank, will be covered by Blue Tank. If the customer is given advance written authorization by Blue Tank to perform repairs caused by normal wear and tear and then submits reasonable receipts for the costs incurred, we will issue you a credit memo to your billing account. Customer agrees that the repair or replacement of the equipment is the Customer's sole and exclusive remedy for Blue Tank's breach of this contract; no back charges for liquidated damages, lost work, loss of time or use will be accepted by Blue Tank.

5. ACCESS TO EQUIPMENT: Whenever a Blue Tank representative needs to have access to the equipment, at its sole discretion, the Customer will provide at all times free and clear access, hoisting/lifting capabilities, safety related items and passes/access to restricted areas if required.

6. RETURN OF EQUIPMENT: If the equipment is exposed to hazardous materials or is used in a hazardous material or sewer type application, Customer agrees to decontaminate the equipment before returning it to Blue Tank. If the equipment is not decontaminated and Blue Tank has to perform this task the Customer will be charged a decontamination fee based on the Published Cleaning Price Sheet, or time and material basis if required. If all of the items listed on the shipping documents are not returned, or are returned damaged, the Customer agrees to pay the current sale price for these items OR, if the Damage Waiver has been included and the loss or damage is covered by the Damage Waiver, a deductible equal to two times the monthly rental rate of the missing or damaged item(s).

7. WARRANTY: This is an equipment rental contract for the "Bare Rental" of pumping or related equipment and not a performance contract. Due to the uncertainty and changing nature of job site conditions. Blue Tank and Pump does not warrant, beyond the performance specifications of the equipment rented, that the equipment will complete the task at hand. **There are no warranties, express or implied, or merchantability or fitness for a particular purpose which extend beyond the description on the face hereon.**

8. INSURANCE: Customer agrees to provide and maintain insurance coverage protecting Blue Tank and Pump from all loss, theft, damage, expense or penalty arising from or related to the use of the equipment. This insurance must include bodily injury, property damage, general liability and automobile liability coverage with limits of at least \$1,000,000 for each person or occurrence. Customer agrees to name Blue Tank and Pump Rental, LLC as an ADDITIONAL INSURED PARTY. A copy of the insurance certificate showing this coverage must be provided to Blue Tank and Pump Rental, LLC. In those instances when satisfactory coverage is not provided Customer understands that the Damage Waiver will be charged and agrees to payment of these charges.

9. DAMAGE WAIVER: If Customer chooses to participate in the Damage Waiver program or in instances when Blue Tank does not have a valid and accepted certificate of insurance coverage from the Customer on file, Customer will be charged the Damage Waiver fee equal to twelve percent (12%) of the rental rate charged on each invoice. Customer is responsible for loss or damage to the equipment subject to the provisions of the Damage Waiver plan. **CUSTOMER UNDERSTANDS AND AGREES THAT THE DAMAGE WAIVER IS NOT INSURANCE AND DOES NOT PROTECT CUSTOMER FROM LIABILITY TO BLUE TANK AND PUMP RENTAL, LLC OR OTHERS ARISING OUT OF THE POSSESSION OR OPERATION OF THE EQUIPMENT, INCLUDING INJURY OR DAMAGE TO PERSONS OR PROPERTY.**

Blue Tank and Pump Rental
888-BLU-TANK



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10. JOB INFORMATION NOTICES: Customer agrees to provide complete job related information for the purpose of filing required lien/ bond notices. Before the equipment is moved to another job site Customer agrees to notify Blue Tank in writing of the date the equipment will be moved and the new job related information.

11. PAYMENT: Unless otherwise noted on this Agreement, payments are due within (30) calendar days of the invoice date. Customer agrees after 90 days after invoice date to pay a finance charge at the rate of 1.5% monthly until the invoice is paid.

12. ASSIGNMENT: Blue Tank had the right to assign and/or grant a security interest in this Agreement. If the assignee or secured party succeeds to Blue Tank interest hereunder, Customer will (a) pay to it all rents subsequently payable hereunder, and (b) upon the request of any such assignee or secured party, automatically become the lessee of such successor in interest without change in this Agreement, except that such assignee or successor in interest will not be bound (i) any payment of rent for more than month in advance, (ii) any amendment or modification of the Agreement made without its consent, (iii) any claim against Blue Tank and Pump Rental LLC arising prior to the date on which it succeeds to Blue Tank interest, or (iv) any claim or offset against Blue Tank and Pump Rental, LLC.

13. DEFAULT/ REMEDIES OF BLUE TANK: If any of the terms of this agreement are breached by Customer, or if the Customer becomes insolvent, ceases to business, files a petition for bankruptcy protection or if Customer is in default or other agreements with Blue Tank and if Blue Tank provides three day written notice (by fax, mail, email, overnight service or hand delivery) then Blue Tank has the right to enter the job site and, upon presentation of this contract, take possession of owned equipment. Customer agrees to arrange and provide for the removal and loading of the equipment or any expense Blue Tank may incur in hiring outside services to do so. **CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST BLUE TANK AND PUMP RENTAL, LLC FOR SUCH REPOSSESSION.** Customer authorizes Blue Tank to contact the general contractor and/or owner or any party of the project and arrange for joint checks or direct checks to be written for unpaid rental and job related invoices.

14. INDEMNIFICATION: Customer agrees to defend, indemnify and hold harmless Blue Tank and Pump Rental, LLC from any and all claims for injury or damage to any persons or any property claimed to have been caused in any way by or from the possession or use of the equipment. No claims for consequential or incidental damages, liquidated or any other charges or claims may be made by Customer nor will they be accepted by Blue Tank and Pump Rental, LLC.

15. LIMITATION OF BLUE TANK AND PUMP RENTAL, LLC LIABILITY: CUSTOMER AGREES THAT BLUE TANK'S LIABILITY UNDER THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY LIABILITY ARISING FROM BLUE TANK OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE, OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT, IN ANY EVENT, EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT, IN ADDITION TO THE FOREGOING, CUSTOMER ASSUMES COMPLETE LIABILITY FOR ANY AND ALL ENVIRONMENTAL DAMAGES CAUSED BY OR RELATED IN ANY WAY TO THE OPERATION OF BLUE TANK EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE COST OF CONTAINING AND/ OR CLEANING UP SPILLS OF ANY NATURE, AND ALL RESULTANT DAMAGES RELATED THERETO, CUSTOMER FURTHER ASSUMES LIABILITY FOR ANY AND ALL FEES, FINES, PENALTIES OR COSTS IMPOSED BY ANY FEDERAL, STATE OR LOCAL AUTHORITY OR AGENCY AND AGREES TO DEFEND, INDEMNIFY AND HOLD BLUE TANK AND PUMP HARMLESS IN THE EVENT OF SUCH AND OCCURRENCE. CUSTOMER ACCEPTS THIS LIMITATION OF DAMAGES CLAUSE AND UNDERSTANDS IT CONSTITUTES ITS SOLE AND EXCLUSIVE REMEDY.

16. LEGAL FEES/ VENUE: In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, electronic discovery costs, telephone charges, information technology support charges, consultant and expert witness fees, travel, expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. The parties agree that venue for any legal actions shall be in the county of Jessamine, Kentucky and that Kentucky law shall govern any legal action taken hereunder.

17. JURY TRIAL WAIVER: TO THE EXTENT PERMITTED BY LAW, IN ANY ACTION TO ENFORCE OR INTERPRET THIS CONTRACT, THE PARTIES HEREBY KNOWING, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.

18. SALE OF EQUIPMENT: Unless specifically identified that equipment is to be purchased by Customer, this is not a sale agreement but a Bare Rental Contract. No ownership in the equipment provided on a bare rental basis is earned during the course of rental. If this contract identifies any equipment that is to be purchased by Customer, Blue Tank sells and delivers such equipment to Customer on an AS IS WHERE IS basis. If a separate written offer is to be extended to allow the purchase of the rental equipment, rental invoices must be paid promptly to retain the purchase option, title will transfer only when the full purchase price has been paid and all the terms of this contract remain in effect.

19. COMPLETE AGREEMENT: All of the terms of Blue Tank and Pump's credit application are made a part of this contract agreement. This contract agreement is the full and complete agreement between the Customer and Blue Tank and Pump Rental, LLC and takes priority over any other verbal or written agreements made or claimed to have been made. Both parties agree that facsimile, electronic signature, or digital scan of the Agreement is an authorized and legal agent of the Customer and has full authority to make and enter into this agreement.

Remit To:

BLUE TANK AND PUMP RENTAL, LLC
 220 Stephens Dr.
 Nicholasville, KY 40356
 www.bluetankandpump.com



Invoice

Continued	Invoice#
Tue 12/19/2023	113440-7

Customer #: 1489

City of Spring Hill
 payables@springhilltn.org
 PO BOX 789
 SPRING HILL, TN 37174

Job Descr: Tank Cleanings/Backup Pump

PO #: Awaiting

Date Out Wed 11/22/2023

Terms	Aging Date
On Account	Tue 12/19/2023

Fold Here

Fold Here

Ordered By: Greg Shouse

Picked up by: BTPR

Sales Rep: Brett Harper 615-651-1337 bharper@bluetankandpump.com

Account # / Object Code 410-52210-52621

Used at Address

Greg Shouse
 3893 Mahalon Moore Rd
 SPRING HILL, TN 37174

Purchase Order #

PO# 15268

Partial Complete Date Approved

X 1/11/2024

Qty	Items Rented	Items	Billed To	Rental Period	Price
1	BPH-4012 YANMAR	4JSCM 4in Diesel Pump	Tue 12/19/2023	Wed 11/22/2023 8:37AM to Tue 12/19/2023 10:41AM	\$1,216.80
Meter Out: 5693.0 Meter In: 5769.0 Total hours on meter: 76.0 1day \$135.20 1week \$405.60 4weeks \$1,216.80 Standby rate					
2	4 X 20 General Rubber Bauer	4 X 20 General Rubber Bauer Hose	Wed 12/20/2023	Wed 11/22/2023 8:37AM to Wed 12/20/2023 8:37AM	\$270.00
1	4" Bauer Wye-Socket x Socke	Wye-Socket x Socket x Ba	Wed 12/20/2023	Wed 11/22/2023 8:37AM to Wed 12/20/2023 8:37AM	\$108.00
1	Bend 45 Deg Galv 4in	Bend 45 Deg Galv 4in	Wed 12/20/2023	Wed 11/22/2023 8:37AM to Wed 12/20/2023 8:37AM	\$45.00
1	4" Male Bauer x Male Threa	4" Male Bauer x Male Thread	Wed 12/20/2023	Wed 11/22/2023 8:37AM to Wed 12/20/2023 8:37AM	\$54.00
2	4" CHECK VALVE	4" CHECK VALVE	Wed 12/20/2023	Wed 11/22/2023 8:37AM to Wed 12/20/2023 8:37AM	\$216.00

Handwritten: 1/20/24

PAID
 JAN 25 2024
 BY 77084

Greg Shouse
 Department Head Signature

Qty	Items Rented	Items	Billed To	Rental Period	Price
1	AUTO START FLOATS	ALL MODELS	Wed 12/20/2023	Wed 11/22/2023 8:37AM to Wed 12/20/2023 8:37AM	\$315.00
	1day \$35.00 1week \$105.00 4weeks \$315.00				
1	AWAITINGCLEANING	AWAITING CLEANING CHARGES	Wed 12/20/2023	Wed 11/22/2023 8:37AM to Wed 12/20/2023 8:37AM	\$0.00
	To be billed at end of job				
1	Waste Water Disposal	Waste Water Disposal	Wed 11/22/2023	Wed 11/22/2023 8:48AM	\$0.00
	To be billed at end of job				
1	Mobilization Charge	Mobilization Charge	Wed 11/22/2023	Wed 11/22/2023 2:57PM	\$338.58



**Current On Account
Please pay from this invoice.**

Rental and Sales:		Enviro Fee:		Exempt - Government:
\$2,563.38		\$38.45	\$2,601.83	\$0.00

Total Amount:	\$2,601.83	Total Paid	\$0.00	Total Due:	\$2,601.83
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888-BLU-TANK Phone

www.bluetankandpump.com

Purchase Order: PO15268
Vendor Name: BLUE TANK AND PUMP RENTAL, LLC
Vendor Number: 10484
Vendor Set: 01
220 STEPHENS DRIVE
NICHOLASVILLE, KY 40356-
U.S.A.

Ordered	\$31,107.14
Invoiced	\$0.00
Voided	\$0.00
Variance	\$0.00
Outstanding	\$31,107.14

- General
- Items
- Items Distributions
- Encumbrances
- Notes
- PO Notices
- History
- Documents
- User Defined

Description: Emergency aeration system for aerator 1B repair

Vendor: BLUE TANK AND PUMP RENTAL, LLC Status: Outstanding

Requisition: REQ16973

Ship To: 2 - Waste Water Treatment Plant Attention To:

Issued Date: 11/8/2023 Blanket PO:

Delivery Date: 11/22/2023

Financial Summary

	Amount	Sales Tax	Shipping	Total	Trade Discount
Ordered	\$31,107.14	\$0.00	\$0.00	\$31,107.14	\$0.00
Invoiced	\$0.00	\$0.00	\$0.00	\$0.00	
Voided	\$0.00	\$0.00	\$0.00	\$0.00	
Variance	\$0.00	\$0.00	\$0.00	\$0.00	
Outstanding	\$31,107.14	\$0.00	\$0.00	\$31,107.14	

Detailed Description

Emergency aeration system for aerator 1B repair

Remit To:

BLUE TANK AND PUMP RENTAL, LLC
 220 Stephens Dr.
 Nicholasville, KY 40356
 www.bluetankandpump.com



Invoice

Continued	Invoice#
Tue 12/19/2023	113387-7

Customer #: 1489

City of Spring Hill
 payables@springhilltn.org
 PO BOX 789
 SPRING HILL, TN 37174

Job Descr: Aeration Replacement

PO #: 15268

Job No: .

Date Out Thu 11/16/2023

Terms	Aging Date
On Account	Tue 12/19/2023

Fold Here

Fold Here

410-52210-52621

Ordered By: Greg Shouse

Picked Up by: BT/R

Sales Rep: Brett Harper 615-651-1337 bharper@bluetankandpump.com

Object Code 15268

Used at Address

Greg Shouse
 3893 Mahalon Moore Rd
 SPRING HILL, TN 37174

Purchase Order #

15268
 PO# 15628

12/3/24

Partial Complete Date Approved

Greg Shouse
 Department Head Signature

What material will be used in the equipment?: Waste Water
 Is material considered hazardous waste?: Non-Haz
 Is tank expected to be clean upon return?: Yes

Qty	Items Rented	Items	Billed To	Rental Period	Price
1	BT-522600-A	21k Small Bubble Aerolator Tank	Thu 12/14/2023	Thu 11/16/2023 7:00AM to Thu 12/14/2023 7:00AM	\$2,700.00
	1day \$300.00 1week \$900.00 4weeks \$2,700.00 Pre-Del (MB)				
1	BT-522646-A	21K Small Bubble Aerator	Thu 12/14/2023	Thu 11/16/2023 7:00AM to Thu 12/14/2023 7:00AM	\$2,700.00
	1day \$300.00 1week \$900.00 4weeks \$2,700.00				
1	BT-522607-A	21K Small Bubble Aerator	Thu 12/14/2023	Thu 11/16/2023 7:00AM to Thu 12/14/2023 7:00AM	\$2,700.00
	1day \$300.00 1week \$900.00 4weeks \$2,700.00 Pre-Del (LL)				
1	BPH-4042 4JSCM	4JSCM 4in Diesel Pump	Thu 12/14/2023	Thu 11/16/2023 7:00AM to Thu 12/14/2023 7:00AM	\$3,420.00
	Meter Out: 1108.3 Meter In: 1626.0 Total hours on meter: 517.7 1day \$380.00 1week \$1,140.00 4weeks \$3,420.00				
1	BPH-4045 4JSCM	4JSCM 4in Diesel Pump	Thu 12/14/2023	Thu 11/16/2023 7:00AM to Thu 12/14/2023 7:00AM	\$3,420.00
	Meter Out: 764.1 Meter In: 1364.0 Total hours on meter: 599.9 1day \$380.00 1week \$1,140.00 4weeks \$3,420.00 Pre-Del (SB)				

Qty	Items Rented	Items	Billed To	Rental Period	Price
1	BB-20001 20 HP Blower Pac Pre-Del (BB)	BB-20001 20 HP Blower Package	Thu 12/14/2023	Thu 11/16/2023 7:00AM to Thu 12/14/2023 7:00AM	\$1,530.00
	1day \$170.00 1week \$510.00 4weeks \$1,530.00				
1	BB-20007 - 20 HP Blower Pa	Gardner Denver 5M-DSL Sutorbilt Blower	Thu 12/14/2023	Thu 11/16/2023 7:00AM to Thu 12/14/2023 7:00AM	\$1,530.00
	1day \$170.00 1week \$510.00 4weeks \$1,530.00				
1	BB-20008 - 20 HP Blower Pa	Gardner Denver 5M-DSL Sutorbilt Blower	Thu 12/14/2023	Thu 11/16/2023 7:00AM to Thu 12/14/2023 7:00AM	\$1,530.00
	1day \$170.00 1week \$510.00 4weeks \$1,530.00				
2	8" X 20' Composite Hose Flo	8" X 20' Composite Hose Floating Flange	Thu 12/14/2023	Thu 11/16/2023 7:00AM to Thu 12/14/2023 7:00AM	\$1,206.00
	1day \$67.00 1week \$201.00 4weeks \$603.00				
10	4 X 20 General Rubber Baue	4 X 20 General Rubber Bauer Hose	Thu 12/14/2023	Thu 11/16/2023 7:00AM to Thu 12/14/2023 7:00AM	\$1,350.00
	1day \$15.00 1week \$45.00 4weeks \$135.00				
7	3" X 20' RUBBER SUCTION	ALL FITTING TYPES	Thu 12/14/2023	Thu 11/16/2023 7:00AM to Thu 12/14/2023 7:00AM	\$756.00
	1day \$12.00 1week \$36.00 4weeks \$108.00				
1	4" PUMP STRAINERS	4" PUMP STRAINERS	Thu 12/14/2023	Thu 11/16/2023 7:00AM to Thu 12/14/2023 7:00AM	\$45.00
	1day \$5.00 1week \$15.00 4weeks \$45.00				
4	8" bolt Pack	8" Bolt Kit	Thu 12/14/2023	Thu 11/16/2023 7:00AM to Thu 12/14/2023 7:00AM	\$99.00
	1day \$2.75 1week \$8.25 4weeks \$24.75				
1	4" 90	4" 90	Thu 12/14/2023	Thu 11/16/2023 7:00AM to Thu 12/14/2023 7:00AM	\$45.00
	1day \$5.00 1week \$15.00 4weeks \$45.00				
2	Ball, 4" Flanged Gal.	Ball, 4" Flanged Gal.	Thu 12/14/2023	Thu 11/16/2023 7:00AM to Thu 12/14/2023 7:00AM	\$108.00
	1day \$6.00 1week \$18.00 +1day \$6.00 4weeks \$54.00 +1day \$6.00				
1	Mobilization Charge	Mobilization Charge	Thu 11/16/2023	Thu 11/16/2023 7:00AM	\$2,765.07
1	Setup Charge	Setup Charge	Thu 11/16/2023	Thu 11/16/2023 6:30AM	\$1,735.00

PAID
 JAN 25 2024
 BY 77086

Current On Account

Please pay from this invoice.

Rental and Sales:		Enviro Fee:		Exempt - Government:	
\$27,639.07		\$396.50		\$28,035.57	\$0.00

Total Amount:	\$28,035.57	Total Paid	\$0.00	Total Due:	\$28,035.57
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888-BLU-TANK Phone

www.bluetankandpump.com

Purchase Order: PO15268

Vendor Name: BLUE TANK AND PUMP RENTAL, LLC

Vendor Number: 10484

Vendor Set: 01

220 STEPHENS DRIVE
NICHOLASVILLE, KY 40356-
U.S.A.

Ordered	\$31,107.14
Invoiced	\$0.00
Voided	\$0.00
Variance	\$0.00
Outstanding	\$31,107.14

General

Description: Emergency aeration system for aerator 1B repair

Items

Vendor: BLUE TANK AND PUMP RENTAL, LLC Status: Outstanding

Items Distributions

Requisition: REQ16923

Encumbrances

Notes

Ship To: 2 - Waste Water Treatment Plant Attention To:

PO Notices

Issued Date: 11/8/2023 Blanket PO:

History

Delivery Date: 11/22/2023

Documents

User Defined

Financial Summary

	Amount	Sales Tax	Shipping	Total	Trade Discount
Ordered	\$31,107.14	\$0.00	\$0.00	\$31,107.14	\$0.00
Invoiced	\$0.00	\$0.00	\$0.00	\$0.00	
Voided	\$0.00	\$0.00	\$0.00	\$0.00	
Variance	\$0.00	\$0.00	\$0.00	\$0.00	
Outstanding	\$31,107.14	\$0.00	\$0.00	\$31,107.14	

Detailed Description

Emergency aeration system for aerator 1B repair



110 Lasalle Ct.
 LaVergne, TN 37086
 www.bluetankandpump.com
 888-BLU-TANK Phone

Status: Closed
 Invoice #: 113387A-7
 Invoice Date: Wed 1/31/2024
 Date Out: Thu 12/14/2023 7:00AM

Operator: Brett Harper
 Terms: On Account

Customer #: 1489

City of Spring Hill
 payables@springhilltn.org
 PO BOX 789
 SPRING HILL, TN 37174

Phone 931-486-2252

Job Descr: Aeration Replacement

PO #: .

Job No: .

Ordered By: Greg Shouse

Picked up by: BTPR

Sales Rep: Brett Harper 615-651-1337 bharper@bluetankandpump.com

Used at Address

3893 Mahalon Moore Rd
 SPRING HILL, TN 37174

What material will be used in the equipment?: Waste Water

Is material considered hazardous waste?: Non-Haz

Is tank expected to be clean upon return?: Yes

Qty	Key	Items	Rental Period	Status	Days Out	Price
1	BT#522600#A	21k Small Bubble Aerator Tank	Thu 12/14/2023 to Fri 1/12/2024	Returned	30	\$2,700.00
		1day \$300.00 1week \$900.00 4weeks \$2,700.00 Pre-Del (MB): Called Off #41376 on 1/12/2024 for 1/12/2024				
1	BT#522646#A	21K Small Bubble Aerator	Thu 12/14/2023 to Fri 1/12/2024	Returned	30	\$2,700.00
		1day \$300.00 1week \$900.00 4weeks \$2,700.00 Called Off #41376 on 1/12/2024 for 1/12/2024				
1	BT#522607#A	21K Small Bubble Aerator	Thu 12/14/2023 to Fri 1/12/2024	Returned	30	\$2,700.00
		1day \$300.00 1week \$900.00 4weeks \$2,700.00 Pre-Del (LL): Called Off #41376 on 1/12/2024 for 1/12/2024				
1	BPH#4042	4JSCM 4in Diesel Pump	Thu 12/14/2023 to Fri 1/12/2024	Returned	30	\$3,420.00
		Meter Out: 1626.0 Meter In: 2170.0 Total hours on meter: 544.0 1day \$380.00 1week \$1,140.00 4weeks \$3,420.00 Called Off #41376 on 1/12/2024 for 1/12/2024				
1	BPH#4045	4JSCM 4in Diesel Pump	Thu 12/14/2023 to Fri 1/12/2024	Returned	30	\$3,420.00
		Meter Out: 1364.0 Meter In: 1919.6 Total hours on meter: 555.6 1day \$380.00 1week \$1,140.00 4weeks \$3,420.00 Pre-Del (SB): Called Off #41376 on 1/12/2024 for 1/12/2024				
1	BB#20001	BB-20001 20 HP Blower Package	Thu 12/14/2023 to Fri 1/12/2024	Returned	30	\$1,530.00
		1day \$170.00 1week \$510.00 4weeks \$1,530.00 Pre-Del (BB): Called Off #41376 on 1/12/2024 for 1/12/2024				
1	BB#20007	Gardner Denver 5M-DSL Sutorbilt Blower	Thu 12/14/2023 to Fri 1/12/2024	Returned	30	\$1,530.00
		1day \$170.00 1week \$510.00 4weeks \$1,530.00 Called Off #41376 on 1/12/2024 for 1/12/2024				
1	BB#20008	Gardner Denver 5M-DSL Sutorbilt Blower	Thu 12/14/2023 to Fri 1/12/2024	Returned	30	\$1,530.00
		1day \$170.00 1week \$510.00 4weeks \$1,530.00 Called Off #41376 on 1/12/2024 for 1/12/2024				
2	R.8X20COMPFLG-7	8" X 20' Composite Hose Floating Flange	Thu 12/14/2023 to Fri 1/12/2024	Returned	30	\$1,206.00
		1day \$67.00 1week \$201.00 4weeks \$603.00 Called Off #41376 on 1/12/2024 for 1/12/2024				
10	4x20G_B-7	4 X 20 General Rubber Bauer Hose	Thu 12/14/2023 to Fri 1/12/2024	Returned	30	\$1,350.00
		1day \$15.00 1week \$45.00 4weeks \$135.00 Called Off #41376 on 1/12/2024 for 1/12/2024				

Modification #12

Qty	Key	Items	Rental Period	Status	Days Out	Price
7	3X20RUBHOSE-7	ALL FITTING TYPES	Thu 12/14/2023 to Fri 1/12/2024	Returned	30	\$756.00
		1day \$12.00 1week \$36.00 4weeks \$108.00 Called Off #41376 on 1/12/2024 for 1/12/2024				
1	R.4PUMPSTRAINR-7	4" PUMP STRAINERS	Thu 12/14/2023 to Fri 1/12/2024	Returned	30	\$45.00
		1day \$5.00 1week \$15.00 4weeks \$45.00 Called Off #41376 on 1/12/2024 for 1/12/2024				
4	R.53080070-7	8" Bolt Kit	Thu 12/14/2023 to Fri 1/12/2024	Returned	30	\$99.00
		1day \$2.75 1week \$8.25 4weeks \$24.75 Called Off #41376 on 1/12/2024 for 1/12/2024				
1	490COUPLING-7	4" 90	Thu 12/14/2023 to Fri 1/12/2024	Returned	30	\$45.00
		1day \$5.00 1week \$15.00 4weeks \$45.00 Called Off #41376 on 1/12/2024 for 1/12/2024				
2	R.1006987W-7	Ball, 4" Flanged Gal.	Thu 12/14/2023 to Fri 1/12/2024	Returned	30	\$108.00
		1day \$6.00 1week \$18.00 +1day \$6.00 4weeks \$54.00 +1day \$6.00 Called Off #41376 on 1/12/2024 for 1/12/2024				
1	DEMOB-7	Demobilization Charge	Fri 1/12/2024 to	Pulled		\$2,765.07
1	MS-7	Teardown	Fri 1/12/2024 to	Pulled		\$1,018.00

Please pay from this invoice.

Rental Contract

This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. These terms and conditions are a part of this contract - READ THEM!

SDS REQUIREMENT

CUSTOMER AGREES TO PROVIDE AN SDS FOR ALL MATERIALS RELATING TO FRAC TANK AND VAC BOX RENTALS AND ACKNOWLEDGES THAT ALL FRAC TANKS AND VAC BOXES WILL REMAIN ON RENT UNTIL AN SDS IS RECEIVED. FAILURE TO PROVIDE AN SDS WILL RESULT IN HAZARDOUS MATERIAL CLEANING AND DISPOSAL CHARGES.

I certify that I have read and agree to all terms of this contract.

Signature: _____
BTPR

Rental:	\$23,139.00
Sales:	\$3,783.07
Subtotal:	\$26,922.07
Enviro Fee:	\$385.74
Total:	\$27,307.81
Paid:	\$0.00
Amount Due:	\$27,307.81

BLUE TANK AND PUMP RENTAL, LLC STANDARD RENTAL TERMS

Blue Tank and Pump Rental, LLC will hereinafter be referred as: Blue Tank. Customer understands and agrees to the following terms: _

1. ACCEPTANCE OF EQUIPMENT: Customer acknowledges it and has inspected or has been given the opportunity to inspect the equipment and accepts the equipment 'AS IS' and finds it in good working order. Customer agrees that all liability and risk of loss for said equipment passes to Customer at the time the equipment is loaded onto Customer's truck, or if a common carrier is utilized, at time the equipment is loaded onto the common carrier from Blue Tank's facility. If Blue Tank delivers said equipment to the Customer, liability and risk of loss passes to Customer at the time Blue Tank tenders the equipment to Customer for unloading by Customer and/or agent. Customer is responsible for providing the means (equipment manpower, etc.) to load and unload the equipment from (and to) the delivery truck upon delivery and/or pickup and it expressly assumes all liability for losses and/or damages sustained during the process of loading or unloading said equipment.

2. RENTAL RATES: Rental charges begin the day the equipment leaves the Blue Tank facility and stops the day it is returned to us via your truck or on the day Customer obtains a Rental Termination and arranges for Blue Tank to pick up the equipment. Customer remains responsible for the equipment until its return or pick up by Blue Tank - even if a Rental Termination has been obtained. Credit is not given for periods when the equipment is not used **WE RENT TIME, NOT USAGE OF EQUIPMENT.** Rental of additional items will be provided at current rental rates. Should additional items be requested by the Customer or if items are exchanged or moved to another project, all of the terms of this agreement still apply. Meter overages will apply if the Hour Meter on the item incurs more than 10 hours per day, 50 hours per week, or 200 hours per month. The total usage hours will be balanced out over the entire rental period. Amount for overage charges are specific to the rented item.

3. EQUIPMENT OPERATION: The Customer agrees to provide competent operators for all operations or use and is responsible for ensuring each operator of the equipment is properly trained and qualified and ensuring that all operators are of legal age, are not under the influence of alcohol or drugs and are in compliance with all applicable laws, rules and regulations. Only Customer, its employees or representatives acting in the course of their employment may use or operate equipment. Customers agrees to obtain any permits that may be necessary to operate the equipment.

4. MAINTENANCE/SERVICE: Customer agrees to maintain and care for the equipment rented on a daily basis. Should the equipment require maintenance call the location where you rented the equipment and report the problem to arrange for service. If it is after normal business hours, call 1-888-258-8265, and use the emergency extension. You will need the unit number and meter hours when calling. If damage of any kind is caused by Customer from improper use, application or lack of maintenance, the Customer agrees to pay for the repairs and/or replacement as needed. Customer agrees to continue to pay normal rental charges on items damaged due to improper use or application or lack of maintenance, until the damaged equipment is repaired and/or replaced and returned to Blue Tank rental fleet. Damage caused by normal wear and tear, as determined by Blue Tank, will be covered by Blue Tank. If the customer is given advance written authorization by Blue Tank to perform repairs caused by normal wear and tear and then submits reasonable receipts for the costs incurred, we will issue you a credit memo to your billing account. Customer agrees that the repair or replacement of the equipment is the Customer's sole and exclusive remedy for Blue Tank's breach of this contract; no back charges for liquidated damages, lost work, loss of time or use will be accepted by Blue Tank.

5. ACCESS TO EQUIPMENT: Whenever a Blue Tank representative needs to have access to the equipment, at its sole discretion, the Customer will provide at all times free and clear access, hoisting/lifting capabilities, safety related items and passes/access to restricted areas if required.

6. RETURN OF EQUIPMENT: If the equipment is exposed to hazardous materials or is used in a hazardous material or sewer type application, Customer agrees to decontaminate the equipment before returning it to Blue Tank. If the equipment is not decontaminated and Blue Tank has to perform this task the Customer will be charged a decontamination fee based on the Published Cleaning Price Sheet, or time and material basis if required. If all of the items listed on the shipping documents are not returned, or are returned damaged, the Customer agrees to pay the current sale price for these items OR, if the Damage Waiver has been included and the loss or damage is covered by the Damage Waiver, a deductible equal to two times the monthly rental rate of the missing or damaged item(s).

7. WARRANTY: This is an equipment rental contract for the "Bare Rental" of pumping or related equipment and not a performance contract. Due to the uncertainty and changing nature of job site conditions. Blue Tank and Pump does not warrant, beyond the performance specifications of the equipment rented, that the equipment will complete the task at hand. There are no warranties, express or implied, or merchantability or fitness for a particular purpose which extend beyond the description on the face hereon.

8. INSURANCE: Customer agrees to provide and maintain insurance coverage protecting Blue Tank and Pump from all loss, theft, damage, expense or penalty arising from or related to the use of the equipment. This insurance must include bodily injury, property damage, general liability and automobile liability coverage with limits of at least \$1,000,000 for each person or occurrence. Customer agrees to name Blue Tank and Pump Rental, LLC as an ADDITIONAL INSURED PARTY and loss payee. A copy of the insurance certificate showing this coverage must be provided to Blue Tank and Pump Rental, LLC. In those instances when satisfactory coverage is not provided Customer understands that the Damage Waiver will be charged and agrees to payment of these charges.

9. DAMAGE WAIVER: If Customer chooses to participate in the Damage Waiver program or in instances when Blue Tank does not have a valid and accepted certificate of insurance coverage from the Customer on file, Customer will be charged the Damage Waiver fee equal to twelve percent (12%) of the rental rate charged on each invoice. Customer is responsible for loss or damage to the equipment subject to the provisions of the Damage Waiver plan. **CUSTOMER UNDERSTANDS AND AGREES THAT THE DAMAGE WAIVER IS NOT INSURANCE AND DOES NOT PROTECT CUSTOMER FROM LIABILITY TO BLUE TANK AND PUMP RENTAL, LLC OR OTHERS ARISING OUT OF THE POSSESSION OR OPERATION OF THE EQUIPMENT, INCLUDING INJURY OR DAMAGE TO PERSONS OR PROPERTY.**

10. JOB INFORMATION NOTICES: Customer agrees to provide complete job related information for the purpose of filing required lien/ bond notices. Before the equipment is moved to another job site Customer agrees to notify Blue Tank in writing of the date the equipment will be moved and the new job related information.

11. PAYMENT: Unless otherwise noted on this Agreement, payments are due within (30) calendar days of the invoice date. Customer agrees after 90 days after invoice date to pay a finance charge at the rate of 1.5% monthly until the invoice is paid.

12. ASSIGNMENT: Blue Tank had the right to assign and/or grant a security interest in this Agreement. If the assignee or secured party succeeds to Blue Tank interest hereunder, Customer will (a) pay to it all rents subsequently payable hereunder, and (b) upon the request of any such assignee or secured party, automatically become the lessee of such successor in interest without change in this Agreement, except that such assignee or successor in interest will not be bound (i) any payment of rent for more than month in advance, (ii) any amendment or modification of the Agreement made without its consent, (iii) any claim against Blue Tank and Pump Rental LLC arising prior to the date on which it succeeds to Blue Tank interest, or (iv) any claim or offset against Blue Tank and Pump Rental, LLC.

13. DEFAULT/REMEDIES OF BLUE TANK: If any of the terms of this agreement are breached by Customer, or if the Customer becomes insolvent, ceases to business, files a petition for bankruptcy protection or if Customer is in default or other agreements with Blue Tank and if Blue Tank provides three day written notice (by fax, mail, email, overnight service or hand delivery) then Blue Tank has the right to enter the job site and, upon presentation of this contract, take possession of owned equipment. Customer agrees to arrange and provide for the removal and loading of the equipment or any expense Blue Tank may incur in hiring outside services to do so. **CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST BLUE TANK AND PUMP RENTAL, LLC FOR SUCH REPOSSESSION.** Customer authorizes Blue Tank to contact the general contractor and/or owner or any party of the project and arrange for joint checks or direct checks to be written for unpaid rental and job related invoices.

14. INDEMNIFICATION: Customer agrees to defend, indemnify and hold harmless Blue Tank and Pump Rental, LLC from any and all claims for injury or damage to any persons or any property claimed to have been caused in any way by or from the possession or use of the equipment. No claims for consequential or incidental damages, liquidated or any other charges or claims may be made by Customer nor will they be accepted by Blue Tank and Pump Rental, LLC.

15. LIMITATION OF BLUE TANK AND PUMP RENTAL, LLC LIABILITY: CUSTOMER AGREES THAT BLUE TANK'S LIABILITY UNDER THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY LIABILITY ARISING FROM BLUE TANK OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE, OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT, IN ANY EVENT, EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT, IN ADDITION TO THE FOREGOING, CUSTOMER ASSUMES COMPLETE LIABILITY FOR ANY AND ALL ENVIRONMENTAL DAMAGES CAUSED BY OR RELATED IN ANY WAY TO THE OPERATION OF BLUE TANK EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE COST OF CONTAINING AND/ OR CLEANING UP SPILLS OF ANY NATURE, AND ALL RESULTANT DAMAGES RELATED THERETO, CUSTOMER FURTHER ASSUMES LIABILITY FOR ANY AND ALL FEES, FINES, PENALTIES OR COSTS IMPOSED BY ANY FEDERAL, STATE OR LOCAL AUTHORITY OR AGENCY AND AGREES TO DEFEND, INDEMNIFY AND HOLD BLUE TANK AND PUMP HARMLESS IN THE EVENT OF SUCH AND OCCURANCE. CUSTOMER ACCEPTS THIS LIMITATION OF DAMAGES CLAUSE AND UNDERSTANDS IT CONSTITUTES ITS SOLE AND EXCLUSIVE REMEDY.

16. LEGAL FEES/ VENUE: In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, electronic discovery costs, telephone charges, information technology support charges, consultant and expert witness fees, travel, expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. The parties agree that venue for any legal actions shall be in the county of Jessamine, Kentucky and that Kentucky law shall govern any legal action taken hereunder.

17. JURY TRIAL WAIVER: TO THE EXTENT PERMITTED BY LAW, IN ANY ACTION TO ENFORCE OR INTERPRET THIS CONTRACT, THE PARTIES HEREBY KNOWING, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.

18. SALE OF EQUIPMENT: Unless specifically identified that equipment is to be purchased by Customer, this is not a sale agreement but a Bare Rental Contract. No ownership in the equipment provided on a bare rental basis is earned during the course of rental. If this contract identifies any equipment that is to be purchased by Customer, Blue Tank sells and delivers such equipment to Customer on an AS IS WHERE IS basis. If a separate written offer is to be extended to allow the purchase of the rental equipment, rental invoices must be paid promptly to retain the purchase option, title will transfer only when the full purchase price has been paid and all the terms of this contract remain in effect.

19. COMPLETE AGREEMENT: All of the terms of Blue Tank and Pump's credit application are made a part of this contract agreement. This contract agreement is the full and complete agreement between the Customer and Blue Tank and Pump Rental, LLC and takes priority over any other verbal or written agreements made or claimed to have been made. Both parties agree that facsimile, electronic signature, or digital scan of the Agreement is an authorized and legal agent of the Customer and has full authority to make and enter into this agreement.

20. SDS FULFILLMENT: Please note that all frac tanks will remain on rent until an SDS has been received and that failure to provide an SDS may result in Hazardous Material Cleaning and Disposal Charges.

Qty	Items Rented	Items	Billed To	Rental Period	Price
1	AUTO START FLOATS	ALL MODELS	Wed 12/20/2023	Wed 11/22/2023 8:37AM to Wed 12/20/2023 8:37AM	\$315.00
	1day \$35.00 1week \$105.00 4weeks \$315.00				
1	AWAITINGCLEANING	AWAITING CLEANING CHARGES	Wed 12/20/2023	Wed 11/22/2023 8:37AM to Wed 12/20/2023 8:37AM	\$0.00
	To be billed at end of job				
1	Waste Water Disposal	Waste Water Disposal	Wed 11/22/2023	Wed 11/22/2023 8:48AM	\$0.00
	To be billed at end of job				
1	Mobilization Charge	Mobilization Charge	Wed 11/22/2023	Wed 11/22/2023 2:57PM	\$338.58

30+ Days aged

Please pay from this invoice.

Rental and Sales:		Enviro Fee:		Subtotal:	Exempt - Government:
\$2,563.38		\$38.45		\$2,601.83	\$0.00

Total Amount:	\$2,601.83	Total Paid	\$0.00	Total Due:	\$2,601.83
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888-BLU-TANK Phone

www.bluetankandpump.com

BLUE TANK AND PUMP RENTAL, LLC STANDARD RENTAL TERMS

Blue Tank and Pump Rental, LLC will hereinafter be referred as: Blue Tank. Customer understands and agrees to the following terms: _

1. ACCEPTANCE OF EQUIPMENT: Customer acknowledges it and has inspected or has been given the opportunity to inspect the equipment and accepts the equipment 'AS IS' and finds it in good working order. Customer agrees that all liability and risk of loss for said equipment passes to Customer at the time the equipment is loaded onto Customer's truck, or if a common carrier is utilized, at the time the equipment is loaded onto the common carrier from Blue Tank's facility. If Blue Tank delivers said equipment to the Customer, liability and risk of loss passes to Customer at the time Blue Tank tenders the equipment to Customer for unloading by Customer and/or agent. Customer is responsible for providing the means (equipment manpower, etc.) to load and unload the equipment from (and to) the delivery truck upon delivery and/or pickup and it expressly assumes all liability for losses and/or damages sustained during the process of loading or unloading said equipment.

2. RENTAL RATES: Rental charges begin the day the equipment leaves the Blue Tank facility and stops the day it is returned to us via your truck or on the day Customer obtains a Rental Termination and arranges for Blue Tank to pick up the equipment. Customer remains responsible for the equipment until its return or pickup by Blue Tank -even if a Rental Termination has been obtained. Credit is not given for periods when the equipment is not used WE RENT TIME, NOT USAGE OF EQUIPMENT. Rental of additional items will be provided at current rental rates. Should additional items be requested by the Customer or if items are exchanged or moved to another project, all of the terms of this agreement still apply. Meter overages will apply if the Hour Meter on the item incurs more than 10 hours per day, 50 hours per week, or 200 hours per month. The total usage hours will be balanced out over the entire rental period. Amount for overage charges are specific to the rented item.

3. EQUIPMENT OPERATION: The Customer agrees to provide competent operators for all operations or use and is responsible for ensuring each operator of the equipment is properly trained and qualified and ensuring that all operators are of legal age, are not under the influence of alcohol or drugs and are in compliance with all applicable laws, rules and regulations. Only Customer, its employees or representatives acting in the course of their employment may use or operate equipment. Customers agrees to obtain any permits that may be necessary to operate the equipment.

4. MAINTENANCE/ SERVICE: Customer agrees to maintain and care for the equipment rented on a daily basis. Should the equipment require maintenance call the location where you rented the equipment and report the problem to arrange for service. If it is after normal business hours, call 1-888-258-8265, and use the emergency extension. You will need the unit number and meter hours when calling. If damage of any kind is caused by Customer from improper use, application or lack of maintenance, the Customer agrees to pay for the repairs and/or replacement as needed. Customer agrees to continue to pay normal rental charges on items damaged due to improper use or application or lack of maintenance, until the damaged equipment is repaired and/or replaced and returned to Blue Tank rental fleet. Damage caused by normal wear and tear, as determined by Blue Tank, will be covered by Blue Tank. If the customer is given advance written authorization by Blue Tank to perform repairs caused by normal wear and tear and then submits reasonable receipts for the costs incurred, we will issue you a credit memo to your billing account. Customer agrees that the repair or replacement of the equipment is the Customer's sole and exclusive remedy for Blue Tank's breach of this contract; no back charges for liquidated damages, lost work, loss of time or use will be accepted by Blue Tank.

5. ACCESS TO EQUIPMENT: Whenever a Blue Tank representative needs to have access to the equipment, at its sole discretion, the Customer will provide at all times free and clear access, hoisting/lifting capabilities, safety related items and passes/access to restricted areas if required.

6. RETURN OF EQUIPMENT: If the equipment is exposed to hazardous materials or is used in a hazardous material or sewer type application, Customer agrees to decontaminate the equipment before returning it to Blue Tank. If the equipment is not decontaminated and Blue Tank has to perform this task the Customer will be charged a decontamination fee based on the Published Cleaning Price Sheet, or time and material basis if required. If all of the items listed on the shipping documents are not returned, or are returned damaged, the Customer agrees to pay the current sale price for these items OR, if the Damage Waiver has been included and the loss or damage is covered by the Damage Waiver, a deductible equal to two times the monthly rental rate of the missing or damaged item(s).

7. WARRANTY: This is an equipment rental contract for the "Bare Rental" of pumping or related equipment and not a performance contract. Due to the uncertainty and changing nature of job site conditions. Blue Tank and Pump does not warrant, beyond the performance specifications of the equipment rented, that the equipment will complete the task at hand. There are no warranties, express or implied, or merchantability or fitness for a particular purpose which extend beyond the description on the face hereon.

8. INSURANCE: Customer agrees to provide and maintain insurance coverage protecting Blue Tank and Pump from all loss, theft, damage, expense or penalty arising from or related to the use of the equipment. This insurance must include bodily injury, property damage, general liability and automobile liability coverage with limits of at least \$1,000,000 for each person or occurrence. Customer agrees to name Blue Tank and Pump Rental, LLC as an ADDITIONAL INSURED PARTY and loss payee. A copy of the insurance certificate showing this coverage must be provided to Blue Tank and Pump Rental, LLC. In those instances when satisfactory coverage is not provided Customer understands that the Damage Waiver will be charged and agrees to payment of these charges.

9. DAMAGE WAIVER: If Customer chooses to participate in the Damage Waiver program or in instances when Blue Tank does not have a valid and accepted certificate of insurance coverage from the Customer on file, Customer will be charged the Damage Waiver fee equal to twelve percent (12%) of the rental rate charged on each invoice. Customer is responsible for loss or damage to the equipment subject to the provisions of the Damage Waiver plan. CUSTOMER UNDERSTANDS AND AGREES THAT THE DAMAGE WAIVER IS NOT INSURANCE AND DOES NOT PROTECT CUSTOMER FROM LIABILITY TO BLUE TANK AND PUMP RENTAL, LLC OR OTHERS ARISING OUT OF THE POSSESSION OR OPERATION OF THE EQUIPMENT, INCLUDING INJURY OR DAMAGE TO PERSONS OR PROPERTY.

10. JOB INFORMATION NOTICES: Customer agrees to provide complete job related information for the purpose of filing required lien/ bond notices. Before the equipment is moved to another job site Customer agrees to notify Blue Tank in writing of the date the equipment will be moved and the new job related information.

11. PAYMENT: Unless otherwise noted on this Agreement, payments are due within (30) calendar days of the invoice date. Customer agrees after 90 days after invoice date to pay a finance charge at the rate of 1.5% monthly until the invoice is paid.

12. ASSIGNMENT: Blue Tank had the right to assign and/or grant a security interest in this Agreement. If the assignee or secured party succeeds to Blue Tank interest hereunder, Customer will (a) pay to it all rents subsequently payable hereunder, and (b) upon the request of any such assignee or secured party, automatically become the lessee of such successor in interest without change in this Agreement, except that such assignee or successor in interest will not be bound (i) any payment of rent for more than month in advance, (ii) any amendment or modification of the Agreement made without its consent, (iii) any claim against Blue Tank and Pump Rental LLC arising prior to the date on which it succeeds to Blue Tank interest, or (iv) any claim or offset against Blue Tank and Pump Rental, LLC.

13. DEFAULT/ REMEDIES OF BLUE TANK: If any of the terms of this agreement are breached by Customer, or if the Customer becomes insolvent, ceases to business, files a petition for bankruptcy protection or if Customer is in default or other agreements with Blue Tank and if Blue Tank provides three day written notice (by fax, mail, email, overnight service or hand delivery) then Blue Tank has the right to enter the job site and, upon presentation of this contract, take possession of owned equipment. Customer agrees to arrange and provide for the removal and loading of the equipment or any expense Blue Tank may incur in hiring outside services to do so. CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST BLUE TANK AND PUMP RENTAL, LLC FOR SUCH REPOSSESSION. Customer authorizes Blue Tank to contact the general contractor and/or owner or any party of the project and arrange for joint checks or direct checks to be written for unpaid rental and job related invoices.

14. INDEMNIFICATION: Customer agrees to defend, indemnify and hold harmless Blue Tank and Pump Rental, LLC from any and all claims for injury or damage to any persons or any property claimed to have been caused in any way by or from the possession or use of the equipment. No claims for consequential or incidental damages, liquidated or any other charges or claims may be made by Customer nor will they be accepted by Blue Tank and Pump Rental, LLC.

15. LIMITATION OF BLUE TANK AND PUMP RENTAL, LLC LIABILITY: CUSTOMER AGREES THAT BLUE TANK'S LIABILITY UNDER THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY LIABILITY ARISING FROM BLUE TANK OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE, OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT, IN ANY EVENT, EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT, IN ADDITION TO THE FOREGOING, CUSTOMER ASSUMES COMPLETE LIABILITY FOR ANY AND ALL ENVIRONMENTAL DAMAGES CAUSED BY OR RELATED IN ANY WAY TO THE OPERATION OF BLUE TANK EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE COST OF CONTAINING AND/ OR CLEANING UP SPILLS OF ANY NATURE, AND ALL RESULTANT DAMAGES RELATED THERETO, CUSTOMER FURTHER ASSUMES LIABILITY FOR ANY AND ALL FEES, FINES, PENALTIES OR COSTS IMPOSED BY ANY FEDERAL, STATE OR LOCAL AUTHORITY OR AGENCY AND AGREES TO DEFEND, INDEMNIFY AND HOLD BLUE TANK AND PUMP HARMLESS IN THE EVENT OF SUCH AND OCCURANCE. CUSTOMER ACCEPTS THIS LIMITATION OF DAMAGES CLAUSE AND UNDERSTANDS IT CONSTITUTES ITS SOLE AND EXCLUSIVE REMEDY.

16. LEGAL FEES/ VENUE: In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, electronic discovery costs, telephone charges, information technology support charges, consultant and expert witness fees, travel, expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. The parties agree that venue for any legal actions shall be in the county of Jessamine, Kentucky and that Kentucky law shall govern any legal action taken hereunder.

17. JURY TRIAL WAIVER: TO THE EXTENT PERMITTED BY LAW, IN ANY ACTION TO ENFORCE OR INTERPRET THIS CONTRACT, THE PARTIES HEREBY KNOWING, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.

18. SALE OF EQUIPMENT: Unless specifically identified that equipment is to be purchased by Customer, this is not a sale agreement but a Bare Rental Contract. No ownership in the equipment provided on a bare rental basis is earned during the course of rental. If this contract identifies any equipment that is to be purchased by Customer, Blue Tank sells and delivers such equipment to Customer on an AS IS WHERE IS basis. If a separate written offer is to be extended to allow the purchase of the rental equipment, rental invoices must be paid promptly to retain the purchase option, title will transfer only when the full purchase price has been paid and all the terms of this contract remain in effect.

19. COMPLETE AGREEMENT: All of the terms of Blue Tank and Pump's credit application are made a part of this contract agreement. This contract agreement is the full and complete agreement between the Customer and Blue Tank and Pump Rental, LLC and takes priority over any other verbal or written agreements made or claimed to have been made. Both parties agree that facsimile, electronic signature, or digital scan of the Agreement is an authorized and legal agent of the Customer and has full authority to make and enter into this agreement.

20. SDS FULFILLMENT: Please note that all frac tanks will remain on rent until an SDS has been received and that failure to provide an SDS may result in Hazardous Material Cleaning and Disposal Charges.

Remit To:

BLUE TANK AND PUMP RENTAL, LLC
 220 Stephens Dr.
 Nicholasville, KY 40356
 www.bluetankandpump.com



Invoice

Review Billing	Invoice#
Wed 12/20/2023	113440A-7

Customer #: 1489

City of Spring Hill
 payables@springhilltn.org
 PO BOX 789
 SPRING HILL, TN 37174

Job Descr: Tank Cleanings - Second Month

PO #: Awaiting

Date Out Wed 12/20/2023

Terms	Aging Date
On Account	Wed 12/20/2023

Ordered By: Greg Shouse

Picked up by: BTPR

Sales Rep: Brett Harper 615-651-1337 bharper@bluetankandpump.com

Used at Address

Greg Shouse
 3893 Mahalon Moore Rd
 SPRING HILL, TN 37174

Qty	Items Rented	Items	Rental Period	Price
1	BPH-4012 YANMAR	4JSCM 4in Diesel Pump	Wed 12/20/2023 7:00AM to Fri 1/12/2024 5:00PM	\$1,216.80
	Meter Out: 5769.0 Meter In: 5783.7 Total hours on meter: 14.7 1day \$135.20 1week \$405.60 4weeks \$1,216.80 Standby rate: Called Off #41375 on 1/12/2024 for 1/12/2024			
2	4 X 20 General Rubber Baue	4 X 20 General Rubber Bauer Hose	Wed 12/20/2023 7:00AM to Fri 1/12/2024 5:00PM	\$270.00
	1day \$15.00 1week \$45.00 4weeks \$135.00 Called Off #41375 on 1/12/2024 for 1/12/2024			
1	4" Bauer Wye-Socket x Socke	Wye-Socket x Socket x Ball	Wed 12/20/2023 7:00AM to Fri 1/12/2024 5:00PM	\$108.00
	1day \$12.00 1week \$36.00 4weeks \$108.00 Called Off #41375 on 1/12/2024 for 1/12/2024			
1	Bend 45 Deg Galv 4in	Bend 45 Deg Galv 4in	Wed 12/20/2023 7:00AM to Fri 1/12/2024 5:00PM	\$45.00
	1day \$5.00 1week \$15.00 4weeks \$45.00 Called Off #41375 on 1/12/2024 for 1/12/2024			
1	4" Male Bauer x Male Threa	4" Male Bauer x Male Thread	Wed 12/20/2023 7:00AM to Fri 1/12/2024 5:00PM	\$54.00
	1day \$6.00 1week \$18.00 4weeks \$54.00 Called Off #41375 on 1/12/2024 for 1/12/2024			
2	4" CHECK VALVE	4" CHECK VALVE	Wed 12/20/2023 7:00AM to Fri 1/12/2024 5:00PM	\$216.00
	1day \$12.00 1week \$36.00 4weeks \$108.00 Called Off #41375 on 1/12/2024 for 1/12/2024			
1	AUTO START FLOATS	ALL MODELS	Wed 12/20/2023 7:00AM to Fri 1/12/2024 5:00PM	\$315.00
	1day \$35.00 1week \$105.00 4weeks \$315.00 Called Off #41375 on 1/12/2024 for 1/12/2024			

Qty	Items Rented	Items	Rental Period	Price
3	Cleaning Charge Begin at: Sun 1/28/2024 9:00:00AM BT522646A	Cleaning Charge	Mon 1/29/2024 9:23AM	\$990.00
353	Waste Water Disposal	Waste Water Disposal	Mon 1/29/2024 9:25AM	\$335.35
3	Cleaning Charge Begin at: Sun 1/28/2024 1:00:00PM BT522600A	Cleaning Charge	Mon 1/29/2024 9:23AM	\$990.00
300	Waste Water Disposal	Waste Water Disposal	Mon 1/29/2024 9:25AM	\$285.00
3.25	Cleaning Charge Begin at: Sun 1/28/2024 4:00:00PM BT522607A	Cleaning Charge	Mon 1/29/2024 9:24AM	\$1,072.50
365	Waste Water Disposal	Waste Water Disposal	Mon 1/29/2024 9:25AM	\$346.75

30+ Days aged

Please pay from this invoice.

Rental and Sales:		Enviro Fee:		Subtotal:	Exempt - Government:
\$6,244.40		\$79.16		\$6,323.56	\$0.00

Total Amount:	\$6,323.56	Total Paid	\$0.00	Total Due:	\$6,323.56
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888-BLU-TANK Phone

www.bluetankandpump.com

BLUE TANK AND PUMP RENTAL, LLC STANDARD RENTAL TERMS

Blue Tank and Pump Rental, LLC will hereinafter be referred as: Blue Tank. Customer understands and agrees to the following terms: _

1. ACCEPTANCE OF EQUIPMENT: Customer acknowledges it and has inspected or has been given the opportunity to inspect the equipment and accepts the equipment 'AS IS' and finds it in good working order. Customer agrees that all liability and risk of loss for said equipment passes to Customer at the time the equipment is loaded onto Customer's truck, or if a common carrier is utilized, at the time the equipment is loaded onto the common carrier from Blue Tank's facility. If Blue Tank delivers said equipment to the Customer, liability and risk of loss passes to Customer at the time Blue Tank tenders the equipment to Customer for unloading by Customer and/or agent. Customer is responsible for providing the means (equipment manpower, etc.) to load and unload the equipment from (and to) the delivery truck upon delivery and/or pickup and it expressly assumes all liability for losses and/or damages sustained during the process of loading or unloading said equipment.

2. RENTAL RATES: Rental charges begin the day the equipment leaves the Blue Tank facility and stops the day it is returned to us via your truck or on the day Customer obtains a Rental Termination and arranges for Blue Tank to pick up the equipment. Customer remains responsible for the equipment until its return or pickup by Blue Tank - even if a Rental Termination has been obtained. Credit is not given for periods when the equipment is not used WE RENT TIME, NOT USAGE OF EQUIPMENT. Rental of additional items will be provided at current rental rates. Should additional items be requested by the Customer or if items are exchanged or moved to another project, all of the terms of this agreement still apply. Meter overages will apply if the Hour Meter on the item incurs more than 10 hours per day, 50 hours per week, or 200 hours per month. The total usage hours will be balanced out over the entire rental period. Amount for overage charges are specific to the rented item.

3. EQUIPMENT OPERATION: The Customer agrees to provide competent operators for all operations or use and is responsible for ensuring each operator of the equipment is properly trained and qualified and ensuring that all operators are of legal age, are not under the influence of alcohol or drugs and are in compliance with all applicable laws, rules and regulations. Only Customer, its employees or representatives acting in the course of their employment may use or operate equipment. Customers agrees to obtain any permits that may be necessary to operate the equipment.

4. MAINTENANCE/ SERVICE: Customer agrees to maintain and care for the equipment rented on a daily basis. Should the equipment require maintenance call the location where you rented the equipment and report the problem to arrange for service. If it is after normal business hours, call 1-888-258-8265, and use the emergency extension. You will need the unit number and meter hours when calling. If damage of any kind is caused by Customer from improper use, application or lack of maintenance, the Customer agrees to pay for the repairs and/or replacement as needed. Customer agrees to continue to pay normal rental charges on items damaged due to improper use or application or lack of maintenance, until the damaged equipment is repaired and/or replaced and returned to Blue Tank rental fleet. Damage caused by normal wear and tear, as determined by Blue Tank, will be covered by Blue Tank. If the customer is given advance written authorization by Blue Tank to perform repairs caused by normal wear and tear and then submits reasonable receipts for the costs incurred, we will issue you a credit memo to your billing account. Customer agrees that the repair or replacement of the equipment is the Customer's sole and exclusive remedy for Blue Tank's breach of this contract; no back charges for liquidated damages, lost work, loss of time or use will be accepted by Blue Tank.

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13. DEFAULT/ REMEDIES OF BLUE TANK: If any of the terms of this agreement are breached by Customer, or if the Customer becomes insolvent, ceases to business, files a petition for bankruptcy protection or if Customer is in default or other agreements with Blue Tank and if Blue Tank provides three day written notice (by fax, mail, email, overnight service or hand delivery) then Blue Tank has the right to enter the job site and, upon presentation of this contract, take possession of owned equipment. Customer agrees to arrange and provide for the removal and loading of the equipment or any expense Blue Tank may incur in hiring outside services to do so. CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST BLUE TANK AND PUMP RENTAL, LLC FOR SUCH REPOSSESSION. Customer authorizes Blue Tank to contact the general contractor and/or owner or any party of the project and arrange for joint checks or direct checks to be written for unpaid rental and job related invoices.

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15. LIMITATION OF BLUE TANK AND PUMP RENTAL, LLC LIABILITY: CUSTOMER AGREES THAT BLUE TANK'S LIABILITY UNDER THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY LIABILITY ARISING FROM BLUE TANK OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE, OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT, IN ANY EVENT, EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT, IN ADDITION TO THE FOREGOING, CUSTOMER ASSUMES COMPLETE LIABILITY FOR ANY AND ALL ENVIRONMENTAL DAMAGES CAUSED BY OR RELATED IN ANY WAY TO THE OPERATION OF BLUE TANK EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE COST OF CONTAINING AND/ OR CLEANING UP SPILLS OF ANY NATURE, AND ALL RESULTANT DAMAGES RELATED THERETO, CUSTOMER FURTHER ASSUMES LIABILITY FOR ANY AND ALL FEES, FINES, PENALTIES OR COSTS IMPOSED BY ANY FEDERAL, STATE OR LOCAL AUTHORITY OR AGENCY AND AGREES TO DEFEND, INDEMNIFY AND HOLD BLUE TANK AND PUMP HARMLESS IN THE EVENT OF SUCH AND OCCURANCE. CUSTOMER ACCEPTS THIS LIMITATION OF DAMAGES CLAUSE AND UNDERSTANDS IT CONSTITUTES ITS SOLE AND EXCLUSIVE REMEDY.

16. LEGAL FEES/ VENUE: In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, electronic discovery costs, telephone charges, information technology support charges, consultant and expert witness fees, travel, expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. The parties agree that venue for any legal actions shall be in the county of Jessamine, Kentucky and that Kentucky law shall govern any legal action taken hereunder.

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20. SDS FULFILLMENT: Please note that all frac tanks will remain on rent until an SDS has been received and that failure to provide an SDS may result in Hazardous Material Cleaning and Disposal Charges.