

Rodriguez, Larry D

From: Rodriguez, Larry D
Sent: Monday, January 16, 2017 3:33 PM
To: Anastasia, Jason
Subject: RE: Medley frac tank containment - CAF

Approve.

Larry Rodriguez Branch General Manager | Safety-Kleen | A Clean Harbors Company | Medley, FL.
| larry.rodriguez@safety-kleen.com

305.884.0123 (o) | 786.472.0091 (c) | 305.884.6131 (f) | safety-kleen.com

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MAKE GREEN WORK

From: Anastasia, Jason
Sent: Monday, January 16, 2017 3:28 PM
To: Paquette, David D <David.Paquette@safety-kleen.com>; Hansen, Mark E <Mark.Hansen@safety-kleen.com>; Spivey, Adam Jay <Adam.Spivey@safety-kleen.com>; Rodriguez, Larry D <Larry.Rodriguez@safety-kleen.com>
Cc: Curtis, Jeffery S <Jeff.Curtis@safety-kleen.com>
Subject: Medley frac tank containment - CAF

All

Attached is the subject CAF in the amount of \$3,828 for your review and approval. If you agree, please respond to this email with "I Approve". Once I receive all your approvals, I will submit the CAF package to corporate for final approval and processing.

Jason Anastasia, PE Senior Project Manager | Safety-Kleen | A Clean Harbors Company | Atlanta, GA | jason.anastasia@safety-kleen.com
770.314.3762 (c) | safety-kleen.com

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FL 984171694

10-027-708558

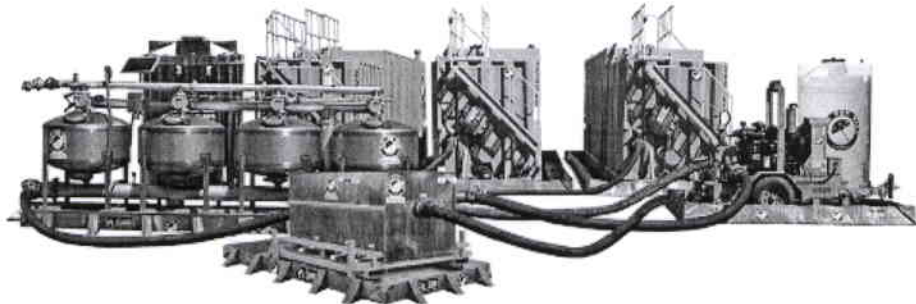
Quotation Developed Especially for:

Larry Rodriguez
Safety Kleen
Po Box 660203
Dallas, TX 75266-0203
Phone: 305-884-0123 Ext.
Fax:

Prepared on 12/9/2016 by:

Kenneth Tinnermon
Cell: 404-670-6099
2330 Burnt Wood Dr
Kennesaw, GA 30152
Phone: 678-594-6601
Fax: 678-594-6605

www.rainforrent.com





Sale Quotation

Atlanta

www.rainforrent.com

2330 Burnt Wood Dr
Kennesaw, GA 30152
Phone: 678-594-6601
Fax: 678-594-6605

Quotation Number: 10-027-708558

Prepared By: Kenneth Tinnermon

Job Description:

Customer need to purchase one 25'x60'x2' spill guard.
Customer has requested 100% containment of frac tank
with tank in berm

Customer: Safety Kleen

Customer ID: 270434

Address: Po Box 660203

City/State: Dallas, TX 75266-0203

Contact: Larry Rodriguez

Office: 305-884-0123 Ext.

Fax:

Location:

Medley, FL

Sale Sub Total: \$3,333.33

Sub Total: \$3,333.33

Recommended Optional Items - Rental: \$0.00

Recommended Optional Items - Sales: \$0.00

Does not include sales tax

Accept Decline Initial

By checking Accept and initialing customer is acknowledging that the additional
cost for these items will be added to the grand total.

Est. Delivery Hauling	\$495.00
Est. Pick-up Hauling	\$0.00

Est. Install Labor	\$0.00
Est. Removal Labor	\$0.00

Est. Services	\$0.00
Est. Air Quality Fee	\$0.00
Est. Rev Air Quality Fee	-\$0.00
Est. Enviro Recovery Fee	\$0.00
Est. Rev Enviro Recovery Fee	-\$0.00

(Does Not Include Sales Tax)

Grand Total: \$3,828.33

Date Prepared: 12/9/2016

Valid Until: 1/08/2017

Customer

Date

Revision 1

By signing this quotation, customer represents that he/she has read and agreed to both the Statement of Work and Scope of Agreement sections, and is also agreeing to the grand total amount listed above, plus any recommended optional items if checked and initialed.
If customer requires a Purchase Order number to process and submit payment, it must be supplied to Rain for Rent at the time of acceptance of this quotation. Please insert Purchase Order number here: _____

Loss Damage Waiver Option

Protection from loss or damage from fire, theft or vandalism is available for an additional 14% of the rental cost of the covered items. This protection is only offered on specific products. If you wish to add this coverage to your rental, please sign the Loss Damage Waiver Agreement attached at the end of the document and initial here: _____



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This quotation has not been flagged as PREVAILING WAGE.

Sale Items

Qty	Unit	Item	Description	Unit Price	Extension
1	Each	MS	25'X60'X2' SPILLGUARD	\$3,333.33	\$3,333.33

Sale Sub Total: \$3,333.33

Sub Total: \$3,333.33



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Scope of Agreement

If Customer has entered into a Master Service Agreement with Rain for Rent and there is a conflict between the terms and conditions of this Scope of Agreement and the Customer's Master Service Agreement, then the terms and conditions in the Customer's Master Service Agreement signed by Rain for Rent will prevail.

Availability of products and services is subject to change without notice.

The rental period begins the day the equipment is delivered and continues until returned to originating Rain for Rent facility unless agreed to in writing before the rental period begins. A cycle is defined as 4 weeks, which is 28 days. The weekly price is one third of the cycle price, and the daily price is one third of the weekly price. Payment terms are net 30 days from invoice date. Interest at the rate of 18% per year shall be charged on any past due invoice.

A Fuel Surcharge will be calculated and invoiced based on the diesel fuel price as published by the Department of Energy on <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

A 1.5% Environmental Recovery Fee shall apply to all rental charges invoiced pursuant to this Quote/Estimate to help offset direct and indirect costs associated with regulatory compliance, obtaining permits, and obtaining licenses.

Customer is prohibited from deducting retention from Rain for Rent invoices and charging Rain for Rent liquidated damages.

Customer is responsible for flushing and cleaning tanks, roll off boxes, pipelines, pumps, filters and other Rain for Rent equipment prior to return unless specifically agreed to by both parties in writing.

The Terms and Conditions of the Rain For Rent Rental and Acute Hazardous Waste Agreements, Credit Application/Master Rental & Sales Agreement, Invoice and this Quotation (also known as the Rain for Rent Rental/Sale Estimate as may be referenced in any Master Service Agreement, Blanket Purchase Order, or any other contractual document executed between the parties) contain the complete and final agreement between Rain For Rent and Customer and no other agreement in any way modifying or adding to any of said Terms and Conditions will be binding upon Rain For Rent unless made in writing and signed by a Rain For Rent Corporate Officer.

The Customer cannot alter the equipment without Rain for Rent's prior written approval. Customer is responsible for equipment, repairs, maintenance and damage, excluding normal wear and tear or damage caused by Rain for Rent. All returned equipment is subject to inspection by Rain for Rent personnel. Damages and accrued rent will be invoiced to Customer while equipment is out of service for repairs. The Customer is responsible for damage caused by reactive, corrosive or abrasive material; including, but not limited to sand, sodium hydroxide, chlorine, and acids. Customer must notify Rain for Rent immediately of any spill so that any necessary repairs to the system can be made and to minimize service interruption. The Customer assumes all risks of loss due to operation and use of the equipment. Customer will provide "all risk" property insurance for rented equipment.

Customer shall pay Rain For Rent additional expenses caused by unforeseen or changing conditions, including, but not limited to, soil, underground conditions, rock formations, environmental conditions, weather events, regulations or restrictions, hard pan, boulders, cesspools, gas lines, water lines, drain pipes, underground electrical conduits or other above ground or underground obstructions.

All equipment rented or used products sold are provided "AS IS, WHERE IS" in their present condition. Rain for Rent makes no warranties, expressed or implied of any kind whatsoever with respect to the equipment or products. Customer agrees that customer is renting equipment or purchasing used products based on their judgment and evaluation, without reliance upon any statements of representations by Rain for Rent, and that Rain for Rent is not responsible for any defects in their operation or for any repairs, parts or services, unless otherwise noted.

All new products sold are provided without warranty beyond the terms of such warranty offered by the manufacturer, if any. Customer must comply with all original manufacturer's terms and conditions for any warranty claims that may arise. Neither Rain for Rent nor the manufacturer warrants the product if it has failed due to corrosion, misuse or damage; (2) it has been altered, repaired or modified in any way that would adversely affect its operation; or (3) it was installed or operated other than in accordance with manufacturer's operating instructions. Products supplied by Rain for Rent are warranted to be free from any defect in workmanship and material under conditions of normal use and service. Rain for Rent's obligation under this warranty is limited to replacing or repairing at the designated manufacturer's or Rain for Rent facility any part or parts returned to it with transportation charges prepaid, which Rain for Rent determines in its sole discretion to be defective.

This Quotation excludes any additional costs to Rain for Rent associated with Owner Controlled Insurance (OCIP) or WRAP insurance programs that will be added to Rain For Rent's prices.

De-watering, Roll-off, Vacuum boxes and similar equipment are not liquid tight. Rentee accepts full responsibility for all losses, damages and costs caused by or arising out of spills, leakage or discharge from this equipment. Rain for Rent will not be held liable for any structural or soils subsidence.

This Quotation is valid for 30 days and is subject to credit approval.

LOSS DAMAGE WAIVER PROGRAM AGREEMENT

This Loss Damage Waiver Program Agreement (this "LDWP Agreement") is entered into between the undersigned Rentor and Rentee in relation to the Master Rental and Sales Agreement (MRSA) between Rentor and Rentee. If Rentee has checked or initialed, as applicable, the Loss Damage Waiver Program (the "LDW Program") box on the quote, then Rentee has opted-in to the LDW Program and this LDWP Agreement shall supplement the MSRA whether or not executed by Rentee. Rentee understands and agrees that the LDW Program is not insurance and that the LDW Program provides only limited coverage, as described below.

1. Cost; Deductible; Maximum Coverage; Rentee shall pay a fee equal to 14 percent (14%) of the rental charge for each covered item, which fee shall be listed on each invoice during which period Rentee has opted to participate in the LDW Program. In the event of a Covered Occurrence, as defined below, Rentee shall further be responsible for the lesser of \$1,000 or 15 percent (15%) of the total loss, as a deductible. The maximum coverage available under the LDW Program is \$50,000 per Covered Occurrence, whether or not there is more than one piece of equipment involved in the occurrence.

2. Coverage; The LDW Program provides coverage only for losses involving Covered Equipment, as defined below, in the following instances: fire that was not caused by Rentee's gross negligence or willful misconduct; theft for which a police report was filed, and that occurred despite Rentee's reasonable precautions to protect and secure the covered equipment; and vandalism for which a police report was filed (individually, "Covered Occurrence," and collectively, "Covered Occurrence"). The LDW Program provides coverage only for the following types of equipment: pumps, tanks, generators, light towers, filtration, boxes and heaters ("Covered Equipment"). Coverage does not extend to any equipment not owned by Rentor such as re-rented equipment.

3. Exclusions; The LDW program does not cover any equipment or event of loss that is not specifically described in Section 2. Without limiting the foregoing, the LDW Program does not provide coverage for the following: misuse of equipment; willful abuse of equipment; failure to maintain equipment; failure to secure items from theft (including but not limited to failing to store items in a fenced, locked area or failing to maintain personnel on site); corrosion from any source; any instance that occurs while the account is not in good standing, such as a default as defined the MRSA or upon written notice of non-payment; and any occurrence not reported to Rentor within 24 hours after the occurrence. The LDW program does not provide coverage for: spillguards, hoses, fittings (valves or bulk items), pipe, manifolds, tires, submersible pumps or copper wiring.

4. Claims; All claims must be submitted within 24 hours of the Covered Occurrence. Rentor's mechanic will inspect the equipment following any claim. The mechanic's findings as to the cause of the damage and cost of repair will be final. In the event of a theft or vandalism, Rentee must also provide supporting evidence that the site was secured at the time of loss.

IN WITNESS WHEREOF, Rentee hereby executes the LDWP Agreement on the date written below.

Customer/Authorized Title (Print)

Date

Customer/Authorized Title (Signature)

Company Name _____