

Main Office:  
7716 Depot Rd, Unit 1  
Lisbon OH 44432  
Phone (330) 222-1274  
Fax (330) 222-1500



McDonald Facility:  
175 Ohio Ave  
McDonald OH 44437  
Phone (234) 421-4608  
Fax (330) 530-5514

Name \_\_\_\_\_

Address \_\_\_\_\_

Billing Address  
(If different) \_\_\_\_\_

Contacts & Phone Numbers

A/R	_____
A/P	_____
Scheduling	_____
Fax	_____

Email \_\_\_\_\_

After Hours Contact \_\_\_\_\_  
\_\_\_\_\_

Please provide a copy of your insurance liability

Thank you for providing this information. If you have questions please contact us to better assist you.

Regards,

Cowboy Industries, LLC



## Terms and Conditions

**1. Rent.** The rental and delivery of Cowboy Industries (“CI”) Equipment is conditioned on the Customer's acceptance of these terms and conditions. No additional or different terms Customer sends to CI or any amendment or modification shall be or become part of any agreement, unless CI's President accepts it in writing with his signature.

**2. Delivery and Retrieval.** CI shall deliver its Equipment described on the CI Shipping Order to the site Customer designates as recorded on the Shipping Order. CI shall place the Equipment at the spot on the site as Customer directs, unless CI determines such placement is impracticable. In the event the site is unattended, Customer represents and warrants that CI may make delivery to the site without risk or liability for trespass, damage to property, or any other claim arising from the delivery. CI shall retrieve the Equipment upon the termination of this Agreement, unless CI reasonably concludes that such placement or retrieval requires a crane, A-frame, or other special equipment CI does not ordinarily use to place or retrieve Equipment from Customer's designated site. In such case, Customer shall bear the expense of and arrange for any special equipment CI does not ordinarily use to place or retrieve Equipment if CI reasonably concludes that such special equipment is necessary. Furthermore, CI will retrieve the Equipment only if CI has clear access to the site, and there are no obstacles which prevent CI from safely retrieving the Equipment. If CI travels to the site and is unable to place or retrieve the Equipment or is delayed beyond the ½ hour allowance referred to in Paragraph 3 herein, then Customer shall bear any additional reasonable transportation costs CI incurs as a result thereof.

**3. Transportation Costs.** Transportation costs for delivery and retrieval of each piece of Equipment are calculated on a case by case basis and shall be in accordance with the quoted rate CI supplies to Customer prior to delivery. Transportation costs for each piece of Equipment shall be invoiced upon delivery. Transportation costs shall include an allowance of ½ hour per delivery truck to place and ½ hour per delivery truck to retrieve at the site. If CI's delivery truck remains at the site for more than ½ hour, the additional time shall be billed at an hourly rate.

**4. Rental Period.** The rental period shall begin on the date CI delivers the Equipment to Customer. The rental period shall include holidays & weekends. The rental period for Equipment shall continue 24 hours after Customer notifies CI that the Equipment is ready to be picked up and CI determines once on site that the Equipment is actually ready for retrieval. If Customer notifies CI the Equipment is ready for retrieval, and CI arrives on site for retrieval and the Equipment is not ready for retrieval (i.e. not accessible, not clean, product still in Equipment, etc.) then the Rental Period and the Customer's liability therefore shall continue uninterrupted until the Equipment is ready for retrieval and CI actually retrieves the Equipment from the site. Customer shall be charged for CI's truck's failed pickup an amount CI determines based on mileage and time. There is no minimum for rental of CI products.

**5. Rental Charges.** Unless CI states otherwise, the rental charges for the minimum rental period and any additional days shall be in accordance with the quoted rate CI supplied to Customer prior to delivery. The charges for any additional days will be calculated on a per diem basis.

**6. Customer's Duties and Nonassignment.** Customer shall care for, control and be responsible for CI's Equipment from the time the Equipment is delivered to Customer until CI physically begins to remove the Equipment. Customer shall not assign or transfer its rights or obligations under this Agreement. Customer shall not move CI's Tanks from CI's placement without CI's prior written consent. Customer is strictly liable for any and all loss or damage to the Equipment, whether Customer, its employees, agents, licensees, invitees, or third persons caused the loss or damage, or unforeseen event or otherwise caused the damage, until CI physically begins to remove the Equipment. Customer not responsible for reasonable wear and tear in normal use.

**7. Warranty, Disclaimer of Warranties and Release.** CI works diligently to reduce the risk of cross-contamination due to residue substances from prior customers. However, CI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT COVERED BY THIS AGREEMENT. CI DISCLAIMS THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. THE CI EQUIPMENT IS RENTED, SUBJECT TO CUSTOMER'S INSPECTION AND JUDGEMENT, IN AS IS CONDITION, AND USAGE THEREOF IS DONE AT CUSTOMER'S SOLE RISK. Furthermore, CI warns Customer that corrosive materials will damage the Equipment and that fluids or materials heated to 120 degrees F or above will damage the epoxy lining in CI's lined Tanks, and Customer is responsible and liable for any damage corrosive material or heated fluids/materials stored or injected into the Equipment causes unless Customer fully discloses all relevant information to CI and receives CI's express prior written consent to store or inject such



corrosive or heated materials/fluids. CI shall not be responsible or liable for any damages or losses CI's employees and agents' negligence cause in connection with the performance of this Agreement. Customer specifically releases CI from any and all claims arising out of the use of CI's Equipment and CI's employees and agents' negligence.

**8. Not For Drinking Water.** The Equipment should never be used to store potable water for drinking.

**9. Not Pressure Vessels.** With the exception of CI's vacuum roll-off containers, none of the Equipment is to be used to contain pressure beyond ambient pressure or to be drawn from creating less than ambient pressure.

**10. Notice to CI and CI's Right to Terminate.** Customer represents, warrants and covenants that it shall give written notice; the Customer's authorized agent certifies to be true, accurate and complete; to CI of any and all fluids or materials to be injected into or stored in the Equipment prior to its delivery at the Customer's designated site. The notice shall include a chemical breakdown of such fluids or materials, their EPA classification, any corrosive, toxic or otherwise hazardous propensities of each fluid or material, and any other information concerning such fluids or materials CI may request. Notwithstanding the preceding, however, CI shall have no duty or obligation to request such a notice, and Customer shall be solely responsible and liable for any and all fluids and materials injected or stored in the Equipment, whether or not CI has any knowledge thereof. CI may unilaterally terminate this Agreement prior to the delivery of the Equipment at the site if CI reasonably concludes that the fluids or materials are improper for injection into or storage in the Equipment.

**11. Condition of Equipment Upon CI's Retrieval.** Customer agrees to return the Equipment in the same condition as it was received which was clean, free of debris, grease, oil, or other residue. If Equipment is delivered other than clean, free of debris, grease, oil, or other residue; Customer agrees it will notify CI in writing within in 24 hours of taking delivery of the Equipment. Should CI inadvertently retrieve Equipment and return to CI's facility and discover the Equipment contains residue of hazardous waste, CI shall be permitted, at Customer's cost, to return the Equipment to Customer's site for the Customer to clean and decontaminate the Equipment. Rental charges to Customer shall continue until CI certifies the Equipment as "Certified Clean."

**12. Cleaning By Customer.** If Customer stores material in the Equipment that contains contaminants and is classified as "hazardous" according to the EPA classification, the Customer must clean the Tank or other Equipment at the work-site. Customer shall at all times be the owner of the hazardous containment or residue and under no circumstances shall ownership ever transfer to CI. If the contaminant level of the fluid stored in the Equipment was above CI's target level, CI requires that the Customer have the Equipment tested at Customer's expense to demonstrate that contaminant levels at retrieval will be below CI's target levels. In most cases, CI will require an aqueous test of the final rinse water. In other cases, CI will require Customer to have the Equipment tested using other testing protocols and methods CI shall determine in its sole discretion depending on the nature of the contaminant. If CI is required to perform or order any testing to recertify the Equipment as "Certified Clean" CI will charge and the Customer will pay for the recertification testing. If the Customer cleans the Equipment, Customer must do so in consultation with CI and following CI's guidance as to choice of cleaner, cleaning agent and pressure. Most of CI's Tanks are epoxy lined and the lining is easily damaged if not properly treated. Customer assumes responsibility for damage to liner if Customer improperly cleans the Tank. Customer shall bear all expenses incurred in recleaning and retesting the CI Equipment until it is "Certified Clean." If CI reasonably concludes that it is impossible or impracticable to adequately clean the Equipment as a result of Customer's use, then Customer shall bear the full cost of replacing the Tank Equipment.

**13. Cleaning By CI.** For an extra charge CI will clean emptied Equipment at CI's facility or designated facility. CI will clean Tanks or other Equipment at its facility only if the material stored is classified as "non-hazardous" according to the USEPA's system of classification. CI will dispose of the residues and rinse water using a licensed and recognized recycling company at Customer's expense.

**14. Cleaning is Inherently Dangerous.** Cleaning the interiors and exteriors of Tanks is inherently dangerous. The interior of the Tank is a confined space (according to OSHA) and workers entering the tank should be 40-hour OSHA trained with Confined Space Entry training and should follow prescribed confined space entry procedures. Workers on the exteriors of the tanks should: (a) employ OSHA fall protection, and (b) should be trained and supervised to avoid electrocution if the Equipment is located near electric lines.

**15. Performance.** CI shall not be held responsible for any delay in performance of any contract made on the basis of this document resulting in whole or part from or made impossible or impracticable by any cause beyond the control of CI, including, but not limited to fire, explosion, accident, breakdown, strike, adverse weather conditions, failure or refusal of any carrier to transport materials, delay in transport thereof, failure of any source of supply to honor orders within time periods customarily or heretofore experienced by CI in the trade, shortage or lack of



material, fuel, power, transportation media, sale or transfer of manufacturing facilities, sale or transfer of CI, embargo or any act of God or action or request of any government authority, failure or refusal of any carrier, contractor, supplier or any contingency or delay or failure or cause beyond CI's control.

**16. Indemnity.** Customer shall indemnify, defend, and hold harmless CI from any and all claims, actions, suits, proceedings, costs, expenses, fines, damages and liabilities, including attorney fees arising out of, connected with or resulting from the use, possession, operation, maintenance, cleaning or repair of the Equipment by Customer and any leak, rupture or other discharge therefrom.

**17. Recovery of Legal Fees and Costs.** In the event CI files a lawsuit to enforce any of the terms and provisions hereof and CI is granted a judgment wholly or partly in its favor, CI shall be entitled to recover, in addition to all other remedies or damages, reasonable attorney fees, expert witness fees/costs and court costs incurred.

**18. Payment.** Terms of payment are as specified on the Quotation and Invoicing. If not specified, the net amount shall be due 30 calendar days following the date of invoice.

**19. Choice of Law and Forum.** This Agreement and its construction and interpretation shall be governed by and determined in accordance with the laws of the State of Ohio. Any legal action for breach or to enforce any of the terms and provisions hereof shall only be filed in Columbiana County, Ohio.

**20. Severability.** Should any term or condition herein or any in Quotation or Shipping Order be invalid or inapplicable, the balance of such terms and conditions shall govern.

**21. Non-Waiver.** Any waiver or failure to require strict compliance with these provisions in any respect shall not be deemed a waiver of CI's right to insist upon strict compliance in other respects or thereafter in the same respect.

**22. Finance Charge.** A charge of 2 percent per month will be charged on all past due accounts.

Acceptance of Terms & Conditions:

Applicant's authorized agent's signature below represents that Applicant has read the terms and conditions and agrees that those terms and conditions shall apply to all transactions with CI from this date forward and certifies all other information provided on this application is true and accurate.

Signed: \_\_\_\_\_ Print: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Invoice Requirements: Mail \_\_\_\_\_ copies of invoice to (address): \_\_\_\_\_

Purchase order required?  Yes  No Monthly statement required?  Yes  No

Tax Exempt?  Yes  No

If yes, attach certificate of exemption otherwise CI is required to charge applicable Sales Tax.

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September 14, 2015

Dear Customer:

Effective September 28, 2015 Cowboy Industries will no longer be able to receive units on a 24/7 basis. Posted yard hours will be Monday thru Friday 8:00 AM to 4:00 PM only. No other times are permitted.

Cowboy's yards will now have a Yard Attendant present to inspect all returned boxes. The driver returning the boxes will be required to sign an inspection form on behalf of the company they are returning the box for. If a box is rejected, for any reason, the driver will be responsible for contacting the company they are hauling for to determine whether the box is to be returned to location or if the company wishes to leave the rejected box. The company will be charged labor and parts to enable Cowboy Industries to re-rent the rejected box. If a box is dropped after posted hours there will be a fee charged to the rental customer to move the box. If there is any damage the customer will be charged accordingly.

Please be advised the condition of the unit is the responsibility of the customer renting the unit, until it is inspected and signed off by a Cowboy Industries attendant.

Signs are posted at our yards regarding our new drop off hours. Please inform your transportation companies of our new hours and policies.

As a reminder we have a web address email [rentals@cowboyscontainers.com](mailto:rentals@cowboyscontainers.com) that is specific for any account questions.

We understand the challenges we all face with new procedures, however, streamlining this process will allow us to ensure we are providing you, our customers, with the best possible equipment. We value our customers and appreciate your continued business.

Regards,



Elizabeth Eshenbaugh  
Cowboy Industries LLC