

**Equipment And  
Personnel List****24-HOUR TELEPHONE SERVICE AND PAGERS**

Facilitate rapid response.

**CONTAINMENT BOOM**

5000' - 10,000' suitable for rivers, lakes, bays, harbors, near shore and inland waterways. 1000' - 2000' Super Mini Boom for ditches, creeks, streams or sweeping on rivers or lakes.

**ADJUSTABLE FLOATING SKIMMERS**

3 to 5 that can be used as vacuum units or powered with gasoline, electricity or compressed air.

- 200' - 300' each: 2" and 3" suction/ discharge hose.

**DRUM SKIMMER**

36" wide Air Driven Drum Skimmer with Ingersoll Rand compressor and transfer hose.

**MOP SKIMMER**

3" Electric-powered Mop Skimmer with rope Mop, pulleys and Honda Generator.

**WASHDOWN PUMPS**

3 ACME Floating Pumps and 8 Portable Honda High Pressure Pumps with 200' – 300' of 1-1/2" discharge suction type hose.

**TRANSFER PUMPS**

2" - 3" Diaphragm and 2" - 3" Centrifugal Trash.

**LIGHTING**

2 Halogen Light Plants with Honda Generators.

**BLOWERS**

4 Backpack Type - 4 Portable

**MISCELLANEOUS**

2 Weedeaters and 2 Chainsaws

**BOATS**

4 16" Aluminum with 25 horsepower outboards  
1 12" Aluminum with 25 horsepower outboard  
Extra Motors and Trailers.



**Equipment And  
Personnel List  
(cont.)**

**TRAILERS**

• **Response Type:**

20-ft. Closed Van Type with personnel equipment (boots, waders, gloves, coveralls, hard hats, goggles, safety glasses, filter masks, respirators, life jackets, etc.); propane torches and tanks, hand tools (shovels, pitchforks, rakes, dip nets, sledge hammers, brush hooks, squeegees, etc.); fuel tanks, and safety cans; barricades with flashers, traffic cones and hazard tape; spare parts and motors; quick couplers for hose and pipe ( 1" - 4"); repair couplers,; tow/tie-off bridles for containment boom; rope, anchors and buoys for anchoring containment boom; tarps, poly bags, metal stakes and filter fence wire.



• **Delivery Type:**

- 2: 20-ft. Closed Van type for sorbents, boom, etc.
- 2: 20-ft. Open Stakebody Type for boom, accessories, etc.
- 1: 16-ft. Open Stakebody Type for boom, accessories, etc.

**Vehicles:**

- 2: 4-Wheel Drive SUV's
- 1: 1-Ton Dual Wheel 12 ft. Stakebody Truck
- 1: 1-Ton 4 Wheel Drive Crew Cab Truck
- 1: 1/2-Ton Pickup Truck
- 1: 4-Wheel Drive ATV with Trailer

**COMMUNICATION EQUIPMENT**

Cell Phones and Pagers

**POLY OVERPACK DRUMS**

10 – 20: 95-Gallon with Screw-on Lids

**SORBENTS**

4 - 5 Truckloads of assorted types (booms, pads, rolls, sweeps, etc.) for different hydrocarbons and environments (CEP, Oil Snare for Viscous Oil and MiracleSorb Spreadable Fiber Sorbent.



**PERSONNEL**

7 - 10 experienced personnel capable of acting as supervisors, foreman, and equipment operators.  
– All are OSHA HAZWOPER trained with up-to-date certificates.



## Equipment And Personnel List (cont.)

### STAND-BY RELATIONSHIPS

In the event of a major spill, we have established stand-by relationships with experienced contractors in the following locations:

Ardmore, OK	Galveston, TX	Birmingham, AL	Indianapolis, IN
Houma, LA	Port Arthur, TX	Kansas City, KS	Kinston, NC
San Antonio, TX	New Orleans, LA	Baltimore, MD	Seattle, WA
Houston, TX	Memphis, TN	Pittsburgh, PA	Duluth, MN
Fort Worth, TX	Nashville, TN	Detroit, MI	

## Spill Response Policies

### TERMS

Invoices will be rendered either on a daily basis or at the completion of the individual job. All rental charges, sell charges, service charges, prepaid transportation cartage, etc. are payable NET Cash within ten (10) days from date of invoice.

#### Finance Charges

computed by a "Periodic Rate" OF ONE AND ONE-HALF PERCENT (1.5 %) PER MONTH (18 % PER ANNUM) will be applied to any unpaid balance beginning thirty (30) days from invoice date. Should it become necessary to employ an attorney to collect any unpaid balance of an invoice, customer agrees to pay the fee of such attorney. Such fee is hereby fixed at twenty-five percent (25%) of the amount due or Three

Hundred Dollars (\$ 300.00), whichever is greater.

**Experienced ACME Environmental Personnel** are available for operating equipment and for instructional purposes. Personnel and transportation charges as shown on the cost schedule will apply.

These terms and conditions are to be considered an integral part of ACME Environmental oil spill reclaiming service price schedules.

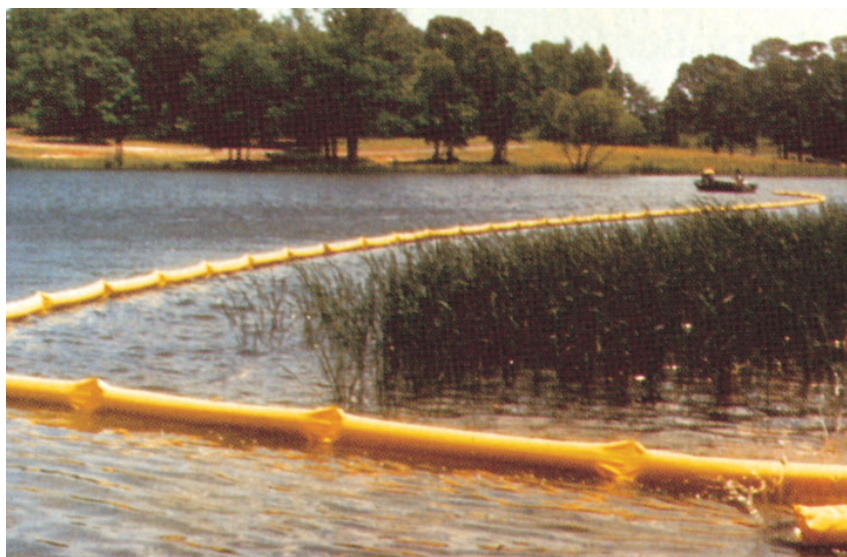
### CONDITIONS

The renter of ACME Environmental equipment and services agrees that ACME Environmental is an independent contractor and that all work be done under the exclusive control and supervision of renter (hereinafter called customer) or his agent.

The work area, premises about the area ingress and egress routes in the area, and services provided by others are at all times in complete care, custody, and control of the customer or his agent.

The customer shall provide all state and local permits or whatever governmental documentation or authority is required to perform the job.

A responsible representative of the customer must be present to designate work area and ascertain conditions, to the best of his knowledge, under which ACME Environmental services or products will be used.





**Spill Response  
Policies  
(cont.)**

Because of uncertain or unknown conditions and incidental hazards under which services are rendered, ACME Environmental does not guarantee the results of the work, services, or products, and all services are rendered at the customer's risk.

It is agreed that ACME Environmental shall not be liable or responsible for any loss, damage, or injury to said work area or customer facilities resulting from the use of its tools, equipment, or services, or from acts of any person engaged in such work.

The customer agrees to protect, indemnify and hold ACME Environmental, its agents and employees harmless from claims damages, or causes of action asserted by customer employees, or by any third parties for personal injury or property damage including, without limitation, damage to work area, customer facilities or third party property in any way arising out of the rental of ACME



Environmental accessories, or other equipment and from any services rendered except that ACME Environmental shall be liable for injury caused by its intentional misconduct.

Conditions at the work area that prevent operation of ACME Environmental equipment or change in plans by the customer do not relieve the customer of his responsibility for personnel, rental, or transportation charges.

A minimum of four (4) hours time for each ACME Environmental personnel responding to customer's request (all as shown in the current price schedule) will be charged.

No employee, agent or representative of ACME Environmental has authority to alter, extend, or exceed these items except an officer of ACME Environmental. Should customer violate any of these terms and conditions, become bankrupt, insolvent, in receivership, or should any creditor or person levy customer's property or equipment, ACME Environmental shall immediately have the right without notice to retake and remove its equipment wherever it may be found.

**EQUIPMENT RENTALS**

Equipment and tools used will be charged for at the posted rental prices, which are subject to change without notice. The customer's responsibility herein begins when tools or equipment leave the ACME Environmental service point and continue until they are returned. Tools or equipment obtained from outside sources are subject to the condition, warranties, if any, and prices established by suppliers. (Special tools ordered and built will be charged at applicable shop time, plus minimum rental, whether or not the tools are used).

**MINIMUM RENTALS**

The renter of ACME Environmental equipment agrees to a minimum rental time of one (1) calendar day commencing when the equipment leaves the ACME Environmental service point. Rental time shall be invoiced to the customer until the equipment is returned to the ACME Environmental service point or until the customer makes other arrangements with ACME Environmental for return of equipment.

**PERSONNEL TIME**

All personnel will be charged at the rates shown in the personnel price schedule. Time is charged when personnel leave the ACME Environmental service point and continues until they return, or, where subsistence and lodging charges are in force, from the time they leave their lodging until their return.



**Spill Response  
Policies  
(cont.)****DAMAGE TO EQUIPMENT AND ACCESSORIES**

Ordinary wear and tear excepted, recovery equipment and accessories will be repaired at customer's expense.

Loss Or Damage Beyond Repair Of Protective Clothing, Hand Tools And Miscellaneous Equipment

Loss or damage beyond repair of miscellaneous equipment will be charged at replacement costs less accrued rental fees. All equipment damaged beyond repair will be held up to ten (10) days for the customer's inspection or disposition.

**TAXES**

All federal, state or municipal taxes, except income and ad valorem taxes, now or hereafter imposed with respect to services rendered, to rental equipment, and to the processing, manufacture, repair, delivery, transportation of merchandise or equipment, shall be added to and become a part of the price payable by the customer.

**INSURANCE**

ACME Environmental shall maintain at all times the following insurance, in amounts not less than those respectively specified:

- (a) Workmen's Compensation insurance complying with the laws of each state in which the work is to be performed, \$1,000,000. / \$500,000. / \$100,000.
- (b) Employer's liability insurance, \$1,000,000. combined single limit:
- (c) Automotive and general liability insurance, \$ 1,000,000. combined single limit; and shall furnish evidence satisfactory that such insurances are in effect.

**RESPONSIBILITY FOR WORK**

Work in progress, including all property and charges for labor and rental equipment, shall be exclusive responsibility of the customer. If the customer obtains insurance protections against such risks or part thereof, ACME Environmental and its insurers shall have full waiver of subrogation by the customer and customer's insurers, and such customer-obtained insurance shall bear all losses thereby insured against and up to the full amount of such insurance without any contribution by ACME Environmental or its insurer and without any proration of loss between the customer's insurer and ACME Environmental and its insurers.

**ADDITIONAL INSURANCE**

ACME Environmental agrees to use its best efforts to procure additional insurance or to increase the limits of the policies listed above if requested by the customer. However, the cost of any additional insurance is to be charged as outside services arranged by ACME Environmental and invoiced to the customer at ACME Environmental's cost plus twenty percent (20%).

**LIMITATIONS**

ACME Environmental obligation, if assumed, to indemnify customer from all claims, liabilities and causes of action based upon ACME Environmental's negligence or that of ACME Environmental's employees, agents or subcontractors, shall be limited strictly to and shall not exceed ACME Environmental insurance coverage, which insurance coverage and its limitations and exclusion shall be explained in ACME Environmental's contract with the customer. Accordingly to the extent that the damage or destruction not be within the insurance cover, customer shall pay ACME Environmental for repairs or replacement at the rates specified in ACME Environmental's contract with the customer.

