



## TERMS AND CONDITIONS

### TOILETS

This Agreement shall include the rental of portable toilets noted on the reverse side, along with the collection and disposal of liquid waste, replenishment with fresh water, deodorant and toilet paper, and the cleaning of the interiors by the Company. Customer acknowledges that in order to provide regular service the units must remain clear of debris and building materials. The Company's vehicle must be able to come within 15 feet of the unit.

### ALL EQUIPMENT

Customer acknowledges that it has care, custody and management of Equipment owned by the Company and accepts responsibility for the equipment and its contents except when it is being physically handled by employees of the company. Therefore, Customer expressly agrees to defend, indemnify and hold harmless the company from and against any and all claims for loss of or damage to property or injury to or death of person or persons resulting from or arising in any manner out of Customer's use, operation or possession of the equipment furnished under this Agreement

Customer acknowledges that Company shall not be liable for any damage to pavement or driving surface resulting from its vehicles servicing an agreed upon area.

Customer acknowledges that the equipment must be returned in the same condition as received, ordinary wear and tear are exceptions. The customer agrees to pay any damages resulting to said equipment while in care of the customer. Equipment damaged beyond repair will be paid for at their replacement value stated on the front of this contract.

This Agreement is for the term of three months unless otherwise agreed by the parties, and shall be renewed month to month without further action by the parties, but may be terminated at the end of any contract period by either party hereto by not less than one week's prior notice. The monthly charge may be adjusted at time to time upon 30 days notice subject to approval of the Customer prior to the effective date of the adjustment.

In the event the company must resort to litigation to be reimbursed for unpaid charges the customer agrees to pay all attorneys' fees, court costs or other expenses. The company may at its option charge late fees should the customer's accounts remain unpaid past the standard terms listed on the invoice.

Neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, fires or acts of God.

### WARRANTIES

There are no warranties of merchantability or fitness, either expressed or implied. There is no warranty that the equipment contracted for is suited for the customers intended use or that it is free from defects.

### MR. JOHN SEPTIC

Damage to property or pavement: Customer acknowledges that the company shall not be liable for any damages to pavement, gardens, lawns, driving surfaces or equipment below the surface of the ground resulting from its equipment servicing an agreed upon area

Waste Material: The waste material to be collected and disposed of by Mr. John pursuant to this agreement shall be non-hazardous waste material. The term hazardous waste is any waste listed or characterized by the U.S. Environmental Protection Agency or any state or local agency. All waste shall be the property of the customer and the customer agrees to defend, indemnify and hold harmless Mr. John from and against any and all damages penalties fines resulting from or arising out of the disposal of any hazardous materials.