

## Terms and Conditions of Service Agreement

### **SERVICE RENDERED / WASTE MATERIALS:**

Customer grants to Contractor (Jons To Go Portable Restroom Service, C&W Portables) the exclusive right and Contractor shall furnish equipment and services, to collect and dispose of all of Customer's liquid waste materials/sewage. Customer represents and warrants that the materials to be collected under this agreement shall be only "liquid waste materials/sewage" as defined herein. For purposes of this agreement, "liquid waste materials/sewage" means all non-hazardous putrescible and non-putrescible liquid waste/sewage generated by Customer or at Customer's service address. Title to and liability for excluded material shall remain with the Customer at all times.

### **DEFINITION OF EQUIPMENT:**

The word "equipment" as used in these Terms and Conditions, shall mean all portable restrooms used for the containment of septic waste material including holding tanks, sinks, and such other on-site devices as may be specified on the face of this Agreement.

### **CUSTOMER'S DUTIES & LIABILITY:**

The equipment provided by Contractor is done so for Contractor's convenience in providing the service called for in this Agreement. Customer shall be responsible for the safekeeping and supervision of the equipment on their property. Customer shall not make any alterations or improvements to the equipment without prior consent of the Contractor. Customer shall use equipment for its intended purpose only and shall be liable to Contractor for loss or damage to equipment in excess of reasonable wear and tear. On service day, the Contractor's vehicle shall have clear access to the equipment. If the equipment is blocked or otherwise made inaccessible, driver will notify the office of the missed service and notes will be made in the account. Any additional return trip to provide service before the next scheduled service day will be classified as an "extra trip" and so duly charged. *Adequate access to the equipment shall be the Customer's responsibility.*

### **CONSTRUCTION / SEASONAL & SPECIAL EVENT RENTAL TERM:**

*CONSTRUCTION/SEASONAL* term is for 28 days starting the day of delivery for all construction/seasonal unit rentals and services. *SPECIAL EVENTS* term is up to seven (7) days on special event unit rentals and services or other time table determined by both Contractor and Customer. Additional fees may apply for longer unit rental. **PICKUP:**

Contractor will do its best to remove equipment within seven (7) business days once Customer has notified Contractor of pickup request. Flexibility with removal is appreciated during our busy season.

### **DEPOSITS/PAYMENTS:**

All Restroom Trailer rentals will require a separate agreement with terms and conditions specified for restroom trailers. Individual Weekend restroom orders may be placed without a deposit. All orders must be paid in full within one week prior to the scheduled delivery date. Restrooms that are ordered but not paid for will not be delivered. Extra delivery fees may apply for last minute orders or delayed order payments. Special Events will require a 50% deposit at the time the order is placed unless otherwise stated on the Service Agreement. Long Term restroom orders do not require a deposit. Payment for the first billing period is required at the time of order for all customers that are not already approved for billing. Each additional billing period invoice will be sent to the Customer for payment. Automatic credit card billing for ongoing invoicing is available at the Customer's request.

### **CANCELLATION POLICY:**

All Restroom Trailer cancellations must be received not less than two weeks prior to delivery. Down-payments required for reservation are non-refundable. Individual Weekend restroom orders will be refunded in full if the cancellation is received prior to order entry and invoice generation (determined by Contractor). Any cancellation within seven days of delivery OR AFTER INVOICE HAS BEEN GENERATED will result in all but a \$25 refund. Cancellations received the day prior, or on the scheduled day of delivery will not be offered any refund. Contractor reserves the right to determine the actual delivery date for routing purposes. Restrooms are often scheduled for actual delivery one to four (1-4) days before the date needed. Special Event cancellations must be received in writing not less than 30 days prior to delivery for a full deposit refund. Cancellations less than 30 days from the delivery date will result in a 50% deposit refund. There may be no refund for cancellations within one week prior of the delivery date. There are no refunds or invoice deductions for cancellations or modifications of orders once delivery is loaded. Long Term restroom cancellations may be received anytime. The first 28 days of service is non-refundable and non-adjustable for early termination. If cancellation occurs prior to delivery, all but \$25 will be refunded IF INVOICE HAS ALREADY BEEN GENERATED. Full refunds will be made if the order has not been processed and delivery paperwork generated. If the unit has been loaded for delivery, NO REFUNDS will be processed. Customers will be issued a confirmation code at the time of cancellation that will be required for any invoice adjustments. Restrooms will be removed from the Customer's property on the next scheduled service day unless otherwise specified by the Customer. Extra charges will apply for same day or specific removal requests. Customer will be responsible for making the restroom available for removal. Extra charges will apply if multiple attempts to remove the restroom are unsuccessful.

### **SERVICE GUARANTY:**

If the Contractor fails to perform the services described within five (5) business days of its receipt of a written demand from the Customer, Customer may terminate agreement with the payment of all monies due through the termination date.

### **CHANGES & COST INCREASES:**

Because fuel and material costs are a significant portion of the cost of Contractor's services provided hereunder, Contractor may increase the Schedule of Charges proportionately to reflect any increase in such costs. The Schedule of Charges may also be adjusted from time to time to reflect increases in the Consumer Price Index. Occasionally, the Schedule of Charges may be adjusted for reasons other than increases in fuel or material costs. Those changes in the Schedule of Charges requiring Customer approval, and changes to the frequency of cleaning services, type of equipment used may be agreed to verbally, in writing or by the actions and practices of the parties. This Agreement shall not be affected by any changes in the Customer's Service Address if such new address is located within the Contractor's service area.

### **CHARGES & PAYMENT:**

Customer shall pay the Contractor every four weeks for the service provided by the Contractor in accordance with the Schedule of Charges shown on the reverse side of this Agreement. Payment shall be made by Customer within thirty (30) days after receipt of an invoice from the Contractor. In the event that any payment is not made when due, Contractor at its sole option may at any time terminate the Agreement on notice to the Customer and recover any equipment on the premises of the Customer. Contractor may impose, and Customer agrees to pay, a late fee for all past due payments not to exceed the maximum rate allowed by applicable law. First term invoice is non-refundable and non-adjustable. Subsequent invoices may be prorated to day of cancellation per Customer's request with a valid confirmation number as long as request is made within 30 days of cancellation.

### **DRIVEWAYS & PARKING AREAS:**

Customer warrants that any right of way provided by the Customer from Customer's equipment locations to the most convenient public way is sufficient to bear the weight of all of the Contractor's equipment and vehicles reasonably required to perform the service herein contracted. Contractor shall not be responsible for damage to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the service herein contracted.

### **MISCELLANEOUS:**

If any conflict or differences exist in this Agreement between terms which are printed and those which are typed or written, the typed or written language shall govern. This Agreement constitutes the entire understanding between the parties and supersedes all previous agreements, negotiations and representations both written and verbal. All communications and notices to be given under this Agreement will be made to the addresses and telephone numbers set forth on the reverse side. Each party will notify the other promptly of any change of address or telephone number.

### **INDEMNITY:**

The Contractor agrees to indemnify, defend and save the Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death); property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Contractor or its employees, which occurs (1) during the collection or transportation of Customer's liquid waste materials, or (2) as a result of the disposal of Customer's liquid waste materials, after the date of this Agreement, provided that the Contractor's indemnification obligations will not apply to occurrences involving hazardous materials. Customer agrees to indemnify, defend and save the Contractor harmless from and against any and all liability which the Contractor may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this agreement or by negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this agreement or Customer's use, operation or possession of any equipment furnished by the Contractor. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this agreement.