



TERMS AND CONDITIONS OF CONTRACT

SERVICES RENDERED. The undersigned operating PORTABLE JOHN SERVICES, INC, d.b.a. "PORTABLE JOHN" will provide Customer with portable toilets and equipment to service and sanitize such portable toilets in accordance with the terms hereof and Customer shall accept and pay for such services and equipment in accordance with the terms hereof.

TERM. This Contract is for a term beginning with the effective service date as set forth herein, and including partial months, but in no event less than twenty-eight (28) days from the effective service date.

RATE ADJUSTMENTS. PORTABLE JOHN reserves the right to adjust the rates hereunder based upon increase in fuel costs, increases in transportation costs due to a change in location of disposal facilities and increases in disposal facility cost.

PAYMENTS. Customer shall pay PORTABLE JOHN for the equipment and services furnished by PORTABLE JOHN in accordance with the rates set forth herein. Payment shall be made within (21) days of Customer's receipt of an invoice from PORTABLE JOHN. PORTABLE JOHN may impose and Customer agrees to pay a late fee for all past due payments not to exceed the maximum rate allowed by law.

LIABILITY FOR EQUIPMENT. Customer acknowledges that it has the care, custody, and control of equipment owned and furnished by PORTABLE JOHN and accepts responsibility therefore except when same is being physically handled by the employees of PORTABLE JOHN. Therefore, Customer agrees to defend, indemnify, and hold harmless PORTABLE JOHN from and against any and all claims for loss or damage to property, or injury to or death to person or persons, resulting from or arising in any manner out of Customer's use, operation, or possession of any equipment furnished by PORTABLE JOHN hereunder.

FAILURE TO PERFORM THIS CONTRACT. In the event Customer terminates this Contract prior to expiration of its term, Customer agrees to pay PORTABLE JOHN as liquidated damages an amount equal to twenty-five percent (25%) of PORTABLE JOHN's most recent invoice to Customer (or if none, the invoice projected by PORTABLE JOHN for the first billing period) multiplied by the number of months (including partial months) remaining until the expiration of this Contract. Customer acknowledges that the foregoing liquidated damages are reasonable in light of the anticipated loss to PORTABLE JOHN caused by the termination and are not imposed as a penalty. In the event Customer fails to pay PORTABLE JOHN all amounts which become due under this Contract, or fails to perform its obligations hereunder, and PORTABLE JOHN refers such matter to an attorney, Customer agrees to pay, in addition to the amount due, any and all costs incurred by PORTABLE JOHN as a result of such action, including, to the extent permitted by law, reasonable attorney fees.

DAMAGE WAIVER. \$8.00 per unit. Optional charge for customer. Damage waiver covers any typical wear and tear of unit (*ie: door latches / seat cover*). Waiver doesn't cover total loss of unit (*ie: fire, stolen*)

ACCESSIBILITY. Portable john must be able to always access the unit (*ie: gated properties, construction equipment, personal vehicles, trailer ect.*)

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