



Dear Whatapotty Services Customer,

Please take a moment to read over your agreement. You may visit our website at www.whatapotty.com for more information about our products and services or contact Abby at abbyo@whatapotty.com.

Please help us provide better service by:

- 1) Remind workers not to block the restrooms. We need two car spaces to properly service restrooms. Our trucks weigh over 20,000 pounds and it's hard to leave the street/pavement without the risk of getting stuck or making a mess. Please keep this in mind for specific placements during wet conditions.
- 2) Portable restrooms are designed for 8-10 people maximum for a 40-hour work week. Once this limit is exceeded, sanitary conditions decrease and complaints increase, especially during warm weather. Please remind fellow contractors to provide their own restrooms.

Thank you for your help and we look forward to serving you. Our office hours are Monday-Friday 8:00 am to 5:00pm. You may also go online and use the "Contact" form to send us a request.

TERMS AND CONDITIONS

1. PHYSICAL CONDITION OF RENTAL ITEM(S): You acknowledge that prior to taking the rented item(s), you examined it, saw it in operation (if appropriate), and are aware of its condition and that it is in good condition except for any defect noted on this contract. It is your responsibility to return the rented item(s) to WAP in the same condition, except for ordinary wear and tear.
2. USE OF THE ITEM(S): You agree that you are satisfied with the instructions given by WAP in the proper and safe manner of using the item(s) or that you are so familiar and told WAP that you were. You further agree that the item(s) will be used only at the address designated and only for the purpose for which the item(s) was manufactured and intended. Subleasing or improper use is prohibited. You have read and understood all the manuals, written operating instructions and warnings as supplied for the equipment.
3. RESPONSIBILITY FOR USE AND DISCLAIMER OF WARRANTIES: You are responsible for the use of the rented item(s). You assume all risks inherent in the operation and use of the item(s) and agree to assume the entire responsibility for the defense of, and to pay, indemnify and hold WAP harmless from, and hereby release WAP from, all claims for damage to property or bodily injury (including death) resulting from the use, operation or possession of the item(s), whether or not it be claimed or found that such damage or injury resulted in whole or in part from WAP negligence, from the defective condition of the item(s) or from any cause. YOU AGREE THAT NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, HAVE BEEN MADE IN CONNECTION WITH THE EQUIPMENT RENTED.

4. RESPONSIBILITY FOR EQUIPMENT: From the time the item(s) is rented out until it is returned, you are responsible for it. If the item(s) is lost, stolen or damaged under any circumstances while rented, regardless of fault, you shall be responsible for all charges, including labor costs, to replace or repair the item(s). Failure to return rented property under the terms of this contract may subject the Renter to criminal prosecution.

5. ITEM(S) FAILURE: You agree immediately to discontinue the attempt to use the rented item(s) should it at any time become unsafe or in a state of disrepair and will immediately (one hour or less) notify WAP of the facts. WAP agrees in its discretion to make the item(s) operable within a reasonable time, or provide you with a like item if available, or make a like item available at another time, or adjust the rental charges. This provision does not relieve you of the obligations imposed by other paragraphs, including 4 and 6. In all events, WAP shall not be responsible for any injury or damage, including consequential damage, resulting from failure or defect of a rented item(s).

6. RETURN OF ITEM(S): The rented item(s) is WAP property and is rented to you subject to this contract for rental charges and for the period agreed upon at time of rental. If you fail to return the item(s) when due in; WAP to enforce its property ownership of the item(s) and to protect its interest under this contract, may retake the item(s) at any time and to do so WAP, or its representatives may enter your property and you hereby waive any right of action against WAP, for such entry and retaking. In addition, you acknowledge that the sale or concealment of rented item(s) are prohibited, and that such action may constitute a crime, WAP in addition to any other action we may take, may notify the authorities and take other action, including the filing of criminal complaints, subjecting you to prosecution.

7. CHARGES AND PAYMENTS: Time is money. You are responsible for rental charges from the time the item(s) is "Out" until it is returned or called "Off" rent, and other charges hereunder. You and your representative, agent, or principal shall be responsible for and shall pay WAP all charges hereunder. If the rental charges are charged to someone other than the Renter, the Renter represents he/she is the agent of such party and has the right to charge this rental; the Renter nevertheless will remain liable for the charges and for the other obligations and responsibilities of the Renter hereunder. If rental charges are not paid within 10 days of their due date, WAP at its discretion may recalculate all charges on a daily rental rate basis and enforce payment. You agree your payment information including a credit card held securely by WAP will be used by WAP in order to maintain payment of monies owed to WAP including rental charges, damages, late fees, etc. and shall be held as security until Customer is no longer a current Customer with WAP.

As of 10/9/2023, Whatapotty will charge \$15.00 PER DAY late and stop service will occur 10 days after nonpayment UNLESS agreed otherwise.

8. COLLECTION COSTS: You agree to pay attorney fees, collection fees, court costs and any other expenses incurred in collecting any charges under this agreement, in retaking the rented item(s) or otherwise in enforcing the terms of this contract.

9. MODIFICATION OF CONTRACT: This paper represents our entire contract, and there is no collateral, oral, or other agreements outstanding. None of Whatapotty Services' rights may be changed and no extension of the term of this contract may be made except in writing signed by WAP and made part of this contract.

10. HAZARDOUS WASTE: Customer agrees **not** to place any type of hazardous waste, explosives or flammable material in any portable toilet unit or burn any materials in any portable toilet unit. Customer accepts full responsibility for all materials placed in any portable toilet unit and agrees to defend, indemnify and hold WAP harmless from and against all damages to property, injury to or death of any person, fines, penalties and liabilities resulting from or arising out of the placement of such prohibited materials in a portable toilet unit.

11. PERMITS AND DRIVEWAY ACCESS: The Customer warrants that it shall secure and maintain all necessary permits and that WAP shall have the right to place portable toilet units in the locations designated by the Customer. Customer also warrants that the right of way between those locations and the public right of way will always be (1) clear so that WAP may provide service hereunder, and (2) sufficient to bear the weight of all WAP'S vehicles and equipment and that WAP shall have the right to use such right of way in providing service hereunder.

14. CONDITIONS BEYOND OUR CONTROL: Portable restrooms can easily blow over during high wind periods. *Placement location is important.* If the unit can be placed out of the "wind's way" and remain accessible for servicing, this will help keep the unit from tipping over. Sometimes tip overs do happen. Our service technicians will either clean the unit in the field or replace it with another sanitized units if needed on the normal route day. If service of a blow over is requested on a non-route day, service charges may apply.

13. EQUIPMENT ACCESS: Customer's must provide access to our portable toilets. We have a variation of trucks with most of them weighing over 20,000 lbs. With the expensive and fine soil in Texas, customers must provide WAP access to the units via a hard surfaced road in order to guarantee your service and service interval. Without proper access, our drivers have been instructed not to enter your property and cause damage to your property. If your service is missed due to access limitations, your next service will be your regularly scheduled service date. If you wish to receive service due to a non-service caused by access limitation, additional charges may apply.

14. NO PRORATING. Agreed upon rates are the complete billing periods and are not to be prorated unless discussed and agreed upon in writing.

Please note: In the event of piece of equipment being tipped over, Whatapotty Servies does charge an emergency service fee to come service/exchange off the service to exchange or service the portable toilet upon request. There is not fee if we service on our scheduled service day, as planned.

Additional Offers: prices may vary, please contact us for pricing and additional information.

1. Stake down
2. Hand Sanitizer
3. Additional toilet paper
4. Additional service