



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.

REFUND POLICY

Toilets, Office Trailers and Containers are 100% refundable up to 12pm business day prior to delivery. Restroom Trailers require 50% non-refundable deposit. Remainder is due 10 calendar days prior to event and is non-refundable.

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.



ALL EQUIPMENT

Customer acknowledges that it has care, custody and management of Equipment owned by Tri-Boro and accepts responsibility for the equipment and its contents except when it is being physically handled by employees of Tri-Boro. Therefore, Customer expressly agrees to defend indemnify and hold harmless Tri-Boro 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 Tri-Boro 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. A MINIMUM OF A STANDARD CLEANING CHARGE WILL BE APPLIED TO ALL TRAILER RENTALS. 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 that Tri-Boro must resort to litigation to be reimbursed for unpaid charges the customer agrees to pay all attorneys' fees, court costs or other expenses. Tri-Boro 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.

TRAILERS

Tri-Boro Trailer units are not covered by insurance. You are responsible for losses from the time the unit is delivered to you until it is returned to us.

The insurance coverage is as follows:

1. All Risk Physical Damage— full replacement value of the unit.
2. Comprehensive General Liability and Property Damage with Minimum limit of \$300,000 each occurrence or \$500,000 aggregate or single limit coverage of \$1,000,000.

Your insurance carrier must send us a Certificate of Insurance indicating that Tri-Boro Trailer is an Additional Named Insured and Loss Payee.

Code:

- Tri-Boro is not responsible for local code compliance

Installation and setup of modules:

- All permits and stamps by others
- Customer is responsible for providing all access to site and securing all access and liability for access prior to commencement
- Area will be free and clear, prepared, and leveled before commencement- no hazards
- Standard block and level is a maximum height of 24 inches. If a trailer is block and leveled at height greater than 24 inches, it will then be deemed unsafe, it will be your responsibility and additional charges will apply.
- Existing utilities and storm waste water management systems are functioning, in place, and operable prior to installation and construction process
- Customer is responsible providing all utilities and proper connection to electric
- Work to be completed between regular business hours unless noted by Tri-Boro Trailer
- Equipment may not be moved by anyone other than a Tri-Boro Trailer employee without written consent from Tri-Boro Trailer.