

PORT A BOWL TERMS AND CONDITIONS

1. The customer agrees to pay all invoices arising out of the rental charges for equipment and special services net 20 days.
2. The customer agrees to pay such extra and overtime charges as the service dealer shall from time to time invoice for services rendered, over and above the normal servicing schedule, on behalf of the customer. Should portable restroom rentals be terminated before the 60 day period, customer is responsible for short term adjustments.
3. The customer agrees not to sell, rent, lease, or otherwise give up possession of equipment listed herein except to the service dealer.
4. The customer agrees not to cause equipment listed herein to be removed from the job location without specific written permission or consent of the service dealer. In the event such equipment is moved without the consent of the service dealer, the customer agrees to assume all responsibility for maintenance, service, replacement, and losses arising out of legal proceedings.
5. The customer agrees to exercise reasonable care in the use and handling of equipment and will be responsible for any damages to equipment over normal wear and tear. Customer is responsible for the replacement cost of the equipment if complete loss occurs, including fire and theft.
6. Graffiti and/or markings of any nature are NOT reasonable wear and tear, and is damage for which customer is responsible for.
7. Optional damage waiver (additional cost) covers graffiti, vandalism, fire, normal wear and tear and complete loss of unit(s). Loss due to theft is only covered when a police report is submitted to Port A Bowl, Inc. by the customer.
8. Lessee assumes all risk and liability for the death of or injury to any person or property and for all other risks and liabilities arising from the use, condition, possession or storage of the leased equipment and Lessee will indemnify, defend and hold harmless Lessor, its agents and employees for all claims, losses or damages, including reasonable attorney fees. Lessor may sustain or suffer from: (1) injury to death of any person including but not limited to agents or employees of Lessee; or (2) damage or loss of any property arising from the use, condition, possession or storage of the leased equipment. Lessee agrees at its own expense to maintain personal injury, property damage and public liability insurance issued by companies satisfactory to Lessor insuring the interests of Lessor, Lessee and their authorized agents and employees. The policy will be for primary coverage and will have limits acceptable to Lessor. Upon request by Lessor, Lessee shall deliver to Lessor a certificate evidencing such insurance coverage. The policy will provide that the insurer will not cancel or materially modify the insurance except on 30 days advance written notice to Lessor.
9. Accounts overdue may be placed on a C.O.D. basis. Late charges may apply.
10. CUSTOMER MUST CALL OUR OFFICE TO TERMINATE THIS CONTRACT. If service is not terminated as requested, customer must indicate desired termination date in writing and return with the followings month's invoice. Or fax to (215) 766-3560 or Email to tina@portabowlinc.com. Customer is responsible for the full amount on any invoice not returned with a written request for termination.
11. Port A Bowl, Inc. hereby accepts customer's order for equipment and services, but such acceptance is expressly conditional upon acceptance of the conditions set forth herein. In the event the agreement is not signed, payment against any invoices shall constitute agreement to these terms. Delivery dates are approximate. Port A Bowl shall have no liability for failure or delay in delivery or failure to notify customer of any delays or non-delivery. It is agreed that in the event of a default in payment for a period of 30 days and said discount is referred to an attorney for collection, the customer agrees to pay reasonable attorney's fees of 33 1/2% in addition to balance due.

Accepted at the rate of 7% _____

Declined _____

Customer Name (Signature)

Account Number

Printed Name

Date