TERMS AND CONDITIONS

Customer shall be deemed to have accepted these terms and conditions upon the earliest to occur of: (i) two business days after receipt of an invoice from Company; (ii) delivery of items of equipment (“Equipment”) identified in this invoice to the site designated in this invoice (the “Site”) and use or acceptance hereof; or (iii) acknowledgement or other conduct of Customer indicating acceptance. These terms and conditions shall supersede any inconsistent terms of any purchase order or other documents of Customer.

1. This agreement shall continue from the date hereof until the job described is completed. Except that company may terminate this agreement at any time upon written notice to customer specifying the termination date.
2. Customer agrees at all times to keep the equipment in a location where it can be serviced in all kinds of weather and at all times to keep the area around the equipment clear for at least 20 feet.
3. Customer agrees to promptly notify company in the event of any failure, malfunction or damage to or theft of any of the equipment.
4. Customer agrees not to move the equipment from the site of the project.
5. Customer agrees not to sub-lease any of the equipment to another or permit the use of equipment by persons not connected with the site of the project.
6. Customer agrees to lease sufficient equipment so that the capacity of each item of equipment is not overburdened.
7. Customer agrees to pay charges, in advance, on a 28-day billing cycle.
8. All prices are subject to change upon (5) days prior written notice to Customer.
9. Prices are also subject to change if customer changes the quantity of equipment leased from company pursuant hereto or varies the frequency of service of the equipment by the Company during the term hereof and price changes therefore shall be reflected on company’s invoice to customer.
10. All accounts will become delinquent if not paid within fifteen (15) days of billing date. All delinquent accounts shall be charged interest up to 1.5% per month, as determined by company.
11. 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.
12. Graffiti and/or markings of any nature are NOT reasonable wear and tear, and is damage for which customer is responsible for.
13. 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 American Portables by the customer.
14. Company offers servicing as an option on all equipment.
15. Contamination: While portable restroom or sink units are in customers’ possession, customer shall prevent any contamination of such units with or from radioactive, volatile, flammable, explosive, toxic or hazardous materials (including paints, oil, solvents and adhesives). Company will not remove any waste other than DSW from units. In the event other waste is found in the equipment, customer shall arrange and pay for separate removal of such other waste. Until such other waste is removed, customer may not terminate the period and customer is liable for all charges accrued during such period.
16. Customer agrees to in all events indemnify and hold company harmless in respect of any and all claims or suits made or filed against company for bodily injury and/or property damage growing out of the use of the equipment, it being agreed that upon delivery to customer, the equipment has passed out of the control of company and control is assumed by customer.
17. Customer agrees to pay all reasonable fees and costs of collection, including reasonable attorneys’ fees, incurred by company if it is required to institute legal proceedings to collect any amount due hereunder or otherwise enforce its rights hereunder.

Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_