

## JOHNNY ON THE SPOT'S TERMS AND CONDITIONS

1. The customer agrees to pay all invoices arising out of the rental charges for equipment and special services net 10 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. Customer acknowledges that portable restroom rentals longer than 60 days include free weekday delivery. 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 Johnny On The Spot, Inc. by the customer. Only available on certain portable restroom units rented for 60 days or more. Damage waiver is not available for temporary fencing.
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. Temporary fence will be measured on completion and billed accordingly. Fence will be installed only at locations specifically designated and directed by Lessee. It is the responsibility of the Lessee to know and accurately convey the location of all property lines to Lessor's personnel. Any damage to underground utilities, cables or pipelines caused by the installation of fence when performed in compliance with these directions is solely the responsibility of the Lessee. Johnny On The Spot, Inc., its employees and representatives are expressly indemnified and held harmless against any claim or damage or loss resulting from improper location or removal of fence. Fence is not to be sub-leased, moved or removed from job site without the express written permission of Lessor. Lessee is responsible for keeping fence lines clear of weeds, bushes, lumber or dirt piles. Lessor will make one trip for installation and one trip for removal. Additional trips for installation or removal will be subject to an hourly charge. If fence is not readily accessible for installation or removal, additional labor charges will be billed. Charges for buried, missing or damaged fence will be billed to Lessee. Sand bags are available for an additional charge. Lessee is responsible for liability, damages and reinstallation charges if any JOTS fence blows over. Rental of panel fencing with sandbags is not an assurance of stability in high wind conditions. Installation of screening in high wind areas makes blow downs more likely.
10. Johnny On The Spot, Inc. reserves the right to apply interest charges to any balance older than 30 days at the annual rate of 18 percent. Accounts overdue may be placed on a C.O.D. basis.
11. **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. Customer is responsible for the full amount on any invoice not returned with a written request for termination.
12. Johnny On The Spot, 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. Johnny On The Spot 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 ½% in addition to balance due.**

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Company Name

Account #

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Accepted by

Printed name

Title