

JOHNNY ON THE SPOT, LLC. TERMS AND CONDITIONS

1. Acceptance. 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 (including, among others, portable restrooms, trailers, fencing, portable storage containers, temporary power equipment, collectively as the "Equipment") identified in this Invoice to the site designated in this Invoice (the "Site") and use or acceptance thereof; or (iii) acknowledgment or other conduct of Customer (including payment against any invoice) indicating acceptance. These terms and conditions shall supersede any inconsistent terms of any purchase order or other documents of Customer. All agreements are subject to approval by Company, which is conditioned upon Customer's acceptance of these Terms and Conditions.

2. Payment Terms. Customer shall pay all charges by Company during the term (the "Period") shown in this Invoice. **All Company invoices are due and payable upon Customer's receipt of the invoice.** Customer shall be liable to Company for interest at the rate of 1.5% per month, or such lesser rate as may be the maximum lawful rate from time to time, on all overdue accounts. Customer shall pay all additional charges for services separately requested by Customer or made necessary by Customer's breach of these Terms and Conditions, including but not limited to, moving/relocation charges, special service charges, and special delivery and removal charges. In the event Customer's account becomes delinquent, Customer agrees to pay Company all collection expenses, including reasonable attorney's fees. When you pay by check, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process this transaction as a check.

No refunds or credits are available for any portion of the minimum rental charge even if Customer does not need the equipment or service for the full time period otherwise covered by such charge. Customer is responsible for the full minimum rental charge in all instances. Rentals continuing after the time period covered by the minimum rental charge automatically renew for an unlimited number of 28-day billing cycles.

3. Service. The Company offers servicing as an option on all portable restrooms. If servicing has been ordered by Customer, Company will remove any domestic septic waste ("DSW") from portable restrooms, if applicable, on the service day(s) scheduled by Company. In the event Company is unable to service the Equipment on a scheduled date because of a holiday, inclement weather or other interfering circumstances, Company shall service the Equipment on the earliest business day, excluding Sundays, available in accordance with Company's other service commitments. Customer shall provide Company timely and sufficient access to Equipment for service, maintenance and/or removal.

4. Damage Waiver. The Company offers a damage waiver program on certain Equipment. **If Customer accepts and pays for the Damage Waiver,** Customer shall have no responsibility for accidental structural damage to the Equipment, EXCEPT (i) Customer shall be liable for theft of any Equipment and for any losses resulting from any willful or negligent acts or omissions of Customer or any of its agents, contractors, servants and employees, and (ii) Customer shall exercise all rights available to it under its insurance required by Section 9 hereof, and shall take all actions necessary to process such claim and assign such claim and pay any and all proceeds from such insurance to Company. If Customer declines the Damage Waiver, Customer shall be liable for any loss or damage to the Equipment, regardless of cause or fault, except for reasonable wear and tear, and Customer shall pay Company the actual cost of repair or replacement cost thereof and in addition thereto, for Company's loss of use of the Equipment. In the event of any loss or damage to the Equipment, Customer shall promptly notify Company of such loss or damage and shall provide Company with copies of all reports relating to such loss or damage, including police reports, informal investigation reports and insurance reports. **The damage waiver described in this section does not apply to portable toilets and containers which become contaminated with hazardous materials or contaminants described in Paragraph 7 while in the Customer's control and possession.**

5. Equipment Delivery and Location. Title to all Equipment remains with Company. Company will deliver the Equipment to the Site at the commencement of the Period and will remove it at conclusion of the Period. Customer warrants and represents that it has exercised due diligence and care in the selection of the location it has designated for the placing of portable toilets, temporary fencing, portable storage containers and any other Equipment provided by Company, and further agrees to give directions and supervise the placement of such temporary fencing, storage containers, portable toilets and other Equipment.

6. Equipment Responsibility. Customer shall not remove the Equipment from the Site, and shall not move the Equipment on the Site without written permission from Company. Customer shall not modify the equipment. In the event Customer removes Equipment from Site or moves it without Company consent, Customer immediately assumes all responsibility and liability for maintenance, service, replacement and loss of any kind that arises thereafter. Customer shall not sell, rent, lease or otherwise lose possession of the Equipment, nor shall Customer permit any lien to be placed on the Equipment. Customer acknowledges that Company has no control over the use of the Equipment by Customer, and Customer agrees to comply, at Customer's sole expense, with any and all applicable municipal, county, state, federal or quasi-governmental laws, ordinances, regulations and guidelines, including ANSI Standard Z4.3 and the requirements of the "Guide for Clean Portable Sanitation" published by PSAI, if applicable.

7. Equipment Contamination. While portable restroom units are in Customer's possession, Customer shall prevent any contamination of such units with or from radioactive, volatile, flammable, explosive, toxic or hazardous materials (including oils, paints, adhesives and solvents). Company will not remove any waste other than DSW from portable restrooms and storage containers ("Other Waste"). 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.

8. Liability. Except to the extent Customer is not liable for damage to Equipment under the Damage Waiver program described in Section 4, Customer agrees to defend, indemnify and hold Company harmless to the maximum extent permitted by law from and for all claims, lawsuits, damages, expenses and other losses arising out of the rental or use of Equipment delivered to or rented by Customer. Customer's obligation will apply to the extent permitted by law to all accidents or incidents regardless of whether same occur as a result of Customer's or third party's negligence, fault or other legal liability. Customer will have no obligation to defend, indemnify or hold harmless Company if the accident or incident arises out of the sole negligence or willful misconduct of Company. Company, its officers, directors, employees and agents shall not, under any circumstances, be liable to Customer for consequential, incidental, special, exemplary or punitive damages arising out of or relating to the Equipment. Customer's sole and exclusive remedy for any claims or causes of action arising out of or related to the Equipment shall be to recover from Company direct damages in an amount not to exceed the amount paid by Customer for use of the Equipment. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR

IMPLIED, WITH RESPECT TO THE CONDITION OR PERFORMANCE OF EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND COMPANY SHALL HAVE NO LIABILITY TO CUSTOMER FOR ANY CLAIM OR DAMAGE OF ANY KIND OR NATURE.

9. Assumption of Risk; Insurance. Customer 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 use, condition, possession or storage of the Equipment. Customer agrees at its own expense to maintain personal injury, property damage and public liability insurance against such risks and in accordance with these Terms and Conditions.

10. No Prorating. Agreed upon rates are the complete billing periods and are not to be prorated.

11. Termination. Company may terminate this agreement and remove the Equipment immediately in the event (i) Customer fails to pay any amount when due to Company, (ii) Customer otherwise breaches or rejects any of these Terms and Conditions, (iii) there is any loss of or damage to the Equipment, (iv) any lien is placed, or is proposed to be placed, on any of the Equipment, or (v) a proceeding in bankruptcy or for other protection from creditors is commenced by or against Customer. Company shall not be responsible for loss of any personal property on the Site, which may be caused by removal of any of Company's Equipment pursuant to this paragraph.

12. Governance. This agreement shall be governed by and construed in accordance with the laws of the state, shown on this Invoice, in which the Company's place of business is located, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than such state. Each of the parties submits to the jurisdiction of any state or federal court sitting in such state, in any action or proceeding arising out of or relating to this agreement. All claims in respect of the action or proceeding may be heard and determined in any such court. No failure by Company to exercise any right hereunder shall operate as a waiver of any other right hereunder, and a waiver of any right on one occasion shall not constitute a bar to or a waiver of any such right on any future occasion. All modifications to these Terms and Conditions shall be in writing.

13. Taxes & Fees. Customer shall pay any and all taxes, license fees or permit fees arising out of use of the Equipment. Customer shall pay such taxes whether such taxes are shown on this Invoice or whether such taxes are later claimed by a governmental authority. In the event of a claim by a governmental authority for taxes related to the Equipment, Customer shall pay to Company such taxes on demand.

14. Additional Terms. Additional Terms and Conditions apply to rental and service of Storage Containers ("Sheds") and Temporary Power equipment. These Terms & Conditions are shown on the back of your contract for these items.

15. Errors & Omissions. Company reserves the right to correct any erroneous information that may appear in this invoice or may have appeared in a prior invoice including, without limitation, Customer's name or address, or billing amounts.

16. Fencing. For Fence rental and installation, Customer shall establish all property line stakes and grade stakes. Unless otherwise agreed, Fence shall follow ground lines/level. Prior to install, Customer shall provide Company with the location and character of any underground pipes, sewers, conduits, obstructions, conditions or restrictions which may interfere with or be damaged at install or thereafter. Customer shall notify any and all underground service alert entities in advance of Company install. In addition to Section 8, Customer shall indemnify Company for any damage to underground utilities which may occur as a result of Customer's failure to comply with these requirements. Customer shall cooperate fully in Company's installation by (a) clearing a sufficient working area of all obstructions and removable hazards, (b) surveying, grading, locating, staking, fence line and identifying/verifying all property and utility lines, (c) notifying and safeguarding Company of all potential hazards, (d) coordinating Company's work with others on Site, including Customer's contractors, crews, supervisors, architects and owners, and (e) obtaining all permits and government permissions. Company may extend install deadlines and shall be paid by Customer for any expenses incurred as a result of any delays in Customer's compliance with these terms. Customer is responsible for any relocation/re-installation costs. Customer shall inspect and accept the Fence within twenty-four (24) hours of Company's installation.

17. Conditional Payments. Any payment check, or other form of payment that you send us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to United Site Services Inc., 50 Washington Street, Suite 1000, Westborough, MA 01581. We reserve all our rights regarding these payments (e.g., if it is determined there is no valid dispute, or if any such check is received at any other address, we may accept the check and you will still owe any remaining balance). We may refuse to accept any such payment by returning it to you, not cashing it or destroying it. All other payments that you make shall be sent to the address on this invoice