

In consideration of renting equipment from Rochester Portable Specialties Inc. it is agreed as follows:

1. New Customers are required prior to delivery of equipment/or service to fill out and sign the Credit Application, as well as pay in advance the first 4 weeks of rent, a delivery and pick up fee per unit plus damage waiver charges and applicable taxes in order to establish credit. Billing is every 4 weeks or 28 day billing cycle. All invoices must be paid within 30 days or you are subject to late fees.
2. Warning/Possession/Title/Solvency The use of false or fictitious identification to obtain the equipment/service or the failure to return the equipment may be considered as theft, resulting in criminal prosecution. Time is the essence of the agreement. Title to the equipment is and shall remain in Rochester Portable Specialties Inc., if the equipment is not returned and/or levied upon for any reason whatsoever, Rochester Portable Specialties Inc.. may retake said equipment without further notice or legal process and use whatever force is reasonably necessary to do so. Renter hereby agrees to indemnify, defend and hold Rochester Portable Specialties Inc.. harmless from any and all claims and cost arising from such retaking. If equipment is levied upon, renter shall notify Rochester Portable Specialties Inc.. immediately. Renter represents to Superior-Speedie Portable Services inc. that he/she/it is not insolvent and should he/she/it become insolvent, that, he/she/it will return all equipment to Rochester Portable Specialties Inc..
3. Rental Period/Rate/Payment/Finance Charge Rental period is based on a flat rate for 28 days for construction, park, ballfield and other longer term units and on a per day or weekend basis for Event units which are billed in advance. Rental charges begin immediately upon the date of delivery of the equipment/or service to the location directed by the renter or upon equipment leaving Rochester Portable Specialties Inc.. location, whichever happens first. Rental charges end upon the last day of the unit is on site. Payments must be received at: 6089 Loomis Rd. Farmington, NY 14425 by the last day of the billing cycle or within 2 days following the date on the billing cycle's "due date" or a Finance charge of 1 1/2% will be incurred. Rochester Portable Specialties Inc.. mixes salt/brine water during cold weather in attempts to keep the rentals usable, however this does not guarantee that units will not freeze. If tank or units freeze and we need to do a service call or swap out, renter responsible for fees associated with the swap or service. Winterization Fee will be added from November-March.
4. Delivery/Re-delivery The normal time frame for deliver is 24-48 hours once the credit application has been approved and credit card payment has been approved for new renters and/or the delivery order has been processed for all existing renters. All requests submitted after 2:00 pm will be processed the next business day. If Rochester Portable Specialties Inc.. has to re-deliver any equipment due to incorrect shipping address/directions, a same day deliver request and/or re-delivery for a pick up due to non-payment the renter will incur above the normal delivery fee an additional delivery fee of a minimum of \$25.00 or more. Saturday, Sunday, after 5:00 PM or before 8 AM and Holidays will incur an additional delivery, pick up or after or before hour service fee to be determined at the sole discretion of Rochester Portable Specialties Inc.. Should a Renter after placing an order for delivery or pick up if our Driver has left our yard and the Renter cancels the order the Renter will incur as a 1 Time Dry Run Fee for said cancellation.
5. Return of Equipment is the responsibility of the Renter to notify Rochester Portable Specialties Inc. when they want the equipment picked up. However, the Renter is still liable for any damage, lost, stolen, burned equipment until said time Rochester Portable Specialties Inc. picks up the equipment. The unit must be accessible at the time of pick up. If unit is unable to be retrieved due to equipment, snow or any other obstruction the rental agreement is still active until we are able to pick up the unit. Our standard pick up is on route, the average timeframe is 48 - 72 hours after the pickup request has been processed. All requests submitted after 2:00 PM will be processed as of the next full business day. If a unit is requested to be picked up "off" route there is a fee based on time and mileage. Renter agrees to return the equipment rented in good condition as when received.
6. Service of Portable Toilets/Holding Tanks/Sinks is once a week; two (2) rolls of toilet paper only are provided and included in the 4 week rental price. Extra-Service beyond the normal once a week service is available, as well. The charge incurred for extra service is calculated on a per unit basis. Industry standard recommends one (1) unit for every 8/10 men/women working a 40 hour week. Rochester Portable Specialties Inc. may at its discretion charge an amount to be determined for tip over(s), relocating any equipment on the same site and or excess graffiti. It is the responsibility of the Renter to assure the equipment is accessible to service and equipment is located in an area where there are not any safety issues for our employees. Holding tanks must be serviced at a minimum of once every 4 weeks. The Renter is solely responsible for protecting our Employees from risk of death, injury or bodily harm arising from or in any way related to the delivery, servicing or pick up of Rochester Portable Specialties Inc. equipment while at Renter's job or location. If we are unable to service unit on "route" and requested to come back there may be an off route service fee.
7. Compliance with Laws/Use of Equipment Renter agrees not to use or allow anyone to use the equipment for any illegal purpose or any illegal manner. Renter acknowledges that Rochester Portable Specialties Inc.. has no physical control over the use of the equipment. Renter agrees at his sole cost and expense to comply with all municipal, county, state and federal laws, ordinances and regulations (including O.S.H.A.) which may apply to the use of the equipment during the rental period. Renter agrees to not allow any person to use the equipment when it is in need of repair or when it is in an unsafe condition or situation; modify, misuse, harm or abuse the equipment; permit any repairs to the equipment without Rochester Portable Specialties Inc.. written permission, or, allow a lien to be placed upon the equipment. Renter acknowledges Rochester Portable Specialties Inc.. has no responsibility to inspect the equipment while it is in renter's possession. If equipment becomes unsafe or requires repair, Renter shall discontinue using it, and notify Rochester Portable Specialties Inc.. immediately. Renter agrees not to sublet, loan or assign the equipment. Renter shall not move the equipment from the address at which it is represented it was to be used without written notice to Rochester Portable Specialties Inc.. prior to moving the equipment. The Renter may not attach any materials to Rochester Portable Specialties Inc. equipment (tape, adhesives, posters, staples, mesh, etc.) without the written permission of Rochester Portable Specialties Inc.

Rochester Portable Specialties Inc.. is not responsible for units being tipped over. Renter is responsible for staking units to ground, or securing unit to fence, tree or other immovable object.

8. Damage Waiver/Accidents, Reporting and Indemnification By Renter accepting the damage waiver it covers normal wear and tear to the equipment, as well as, vandalized equipment only with a Police Report. It does not cover lost, stolen or burned equipment. If Renter elects to not take the damage waiver, then the Renter must provide proof of insurance which shows Rochester Portable Specialties Inc.. as an additional insured at no charge to Rochester Portable Specialties Inc.. If equipment is lost, stolen, burned or if an accident should occur while Renter has the equipment the Renter agrees to notify Rochester Portable Specialties Inc.. immediately and obtain the names, addresses, phone number and all other pertinent information from all parties involved and all witnesses. In the event of an accident resulting in property damage or bodily injury arises from use of the equipment while it is in the Renter's possession, Renter hereby expressly agrees to assume responsibility for himself, his own employees, agents, sub-contractors, and assigns negligence and agrees to indemnify, defend and hold Rochester Portable Specialties Inc., the owners, harmless from any claim or action arising there from, including any costs and attorney fees incurred in connection therewith. If it is deemed necessary to charge the Renter a replacement cost for equipment which has been lost, stolen or burned, Renter agrees to submit payment within 2 weeks for replacement charges. Any and all legal matters will only be conducted in Ontario County, New York. Customers who require to be put on Rochester Portable Specialties Inc. insurance as an additional insured and/or waiver of subrogation will be charged for this service based on the fees our insurance company charges us.
9. Ordinary Wear & Tear Renter hires the equipment on an "as is" basis. The equipment will incur ordinary wear and tear while out on location or job site which shall mean only the normal deterioration of the equipment caused by ordinary, reasonable and prior use of the equipment on a one-shift basis. Damage which is not "ordinary wear and tear" includes but it not limited to: damage resulting from tip over, exceeding capacities, improper use, abuse, graffiti, items other than sewage waste in tanks including any foreign material, rocks, golf balls, paint, rags, oil, cement, beer cans and bottles, food waste etc. Damage to pumps due to any foreign materials, trash, rags, oil, cement, beer cans and bottles, rocks, golf balls may be charged back to Renter and or rental of said equipment may be terminated.
10. Default Should a Renter in any way fail to observe or comply with any provision of this agreement, Rochester Portable Specialties Inc.. at its sole option exercise and all of the following remedies: (a.) Termination of this agreement (b.) Retake the equipment (c.) Declare any outstanding rent and charges due and payable and initiate legal process to recover the monies.
11. Emergency Situations Renter is solely responsible in cases of disaster to secure Rochester Portable Specialties Inc.. equipment which they have rented. This includes staking unit to ground or chaining unit to fence or tree.
12. Taxes Renter shall pay and shall be solely responsible for all sales tax related to the rental of Rochester Portable Specialties Inc.. equipment. Should the Renter work qualify by the State of Ohio as tax exempt it is the responsibility of the Renter to provide a copy of the tax exempt certificate to Rochester Portable Specialties Inc.. prior to delivery of any and all equipment. Sales tax will be charged unless a copy of the tax exempt certificate is provided.
13. GENERALLY TO THE FULLEST EXTENT PERMITTED BY LAW, RENTER SHALL HOLD HARMLESS, INDEMNIFY, PROTECT AND DEFFEND Rochester Portable Specialties Inc., SUBSIDIARIES, AFFILIATES, SUCCESSORS AND ASSIGNS, AND EACH OF THESE ENTITIES' REPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS AND INSURERS, AGAINST ALL DEMANDS, CLAIMS, ACTIONS, CAUSES OF ACTION, PROCEEDINGS, LAWSUITE, SETTLEMENTS, JUDGEMENTS, FINES, PENALTIES, LOSSES OR EXPENSES (INCLUDING ATTORNEYS' FEES AND INTERREST), FOR DAMAGES FROM BODILY OR PERSONAL INJURY, DEATH, THE DESTRUCTION OR LOSS OF PROPERTY, (INCLUDING LOSS OF USE) OR ANY OTHER KIND OF DAMAGES OR HARM, ARISING OUT OF, OR RESULTING FROM, OR RELATED TO THE WORK PERFORMED AND/OR THE MATERIALS SUPPLIED UNDER THIS AGREEMENT, TO THE EXTENT ATTRIBUTABLE IN WHOLE OR IN PART. ROCHESTER PORTABLE SPECIALTIES, INC. RESERVES THE RIGHT TO DISCONTINUE ANY RESTROOM OR SHOWER TRAILER RENTAL WITH 24 HOUR NOTICE IN THE EVENT THERE IS A NATIONAL DISASTER AND THE EQUIPMENT IS NEEDED TO SUPPORT DISASTER RELIEF.

Printed Name: _____ Date: _____

Signature _____ Company Name: _____

By signing and or agreeing to accept the unit on your property implies you have read and agreed to the above conditions. This agreement you are acknowledging that you have received a copy of our Terms and Conditions and have read it through its entirety. By signing/and or allow the unit to be placed on your job site or personal property you are acknowledging that you are in agreement with Rochester Portable Specialties *Inc.* Terms and Conditions.