

CALLAHEAD

TERMS & CONDITIONS / REFUND POLICY

Company hereby leases to Customer and Customer hereby leases from Company the quantity of portable toilets listed on the reverse side hereof (the "Property", which shall include additional units which Customer may lease from Company during the term hereof in respect of the job described on the reverse side hereof) on the terms and conditions set forth on the reverse side hereof and on the following additional terms and conditions:

1. This Agreement shall continue from the date hereof until the job described on the reverse side hereof is completed, except that Company may terminate this Agreement at any time upon prior written notice to Customer specifying the termination date.
2. Customer agrees at all times to keep the Property in a location where it can be serviced in all kinds of weather and at all times to keep the area around the Property 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 Property, and that time is of the essence in regard to such notice due to the nature and use made of the Property.
4. Customer agrees not to remove the Property from the site of the project.
5. Customer agrees not to sub-lease any of the Property to another or permit the use of Property by persons not connected with the project.
6. Customer agrees to lease sufficient Property so that the capacity of each item of Property is not overburdened.
7. Customer agrees to obtain a pick-up number from Company upon its request of Company to pick up the Property. Customer further agrees to verify quantity of the Property with Company's driver at the time of pick-up.
8. Customer agrees to pay charges, in advance, on a full monthly basis, plus for the first month, if less than a full month, the monthly charge prorated from the work order date to the last day of such month, with respect to the Property unless Company agrees to another arrangement prior to delivery of the Property to Customer.
9. All prices are subject to change upon five (5) days prior written notice to customer.
10. Prices are also subject to change if Customer changes the quantity of Property leased from Company pursuant hereto or varies the frequency of service of the Property by Company during the term hereof and prices changes therefor shall be reflected on Company's invoice to Customer. Customer shall be deemed to agree to each such price change unless Customer notifies Company in writing to the contrary within five (5) days after the date of the invoice on which each such price change first appears.
11. All accounts will become delinquent if not paid within ten (10) days of billing date. All delinquent accounts will be charged interest up to 1½% per month, as determined by Company, but in no event in excess of the maximum percent permitted by law.
12. All damage, injury or loss to and of the Property (other than normal wear and tear) shall be the sole responsibility of Customer upon delivery of the Property to Customer. Customer shall obtain an 'all risk' type of insurance covering the Property which shall name Company as an additional insured, and Customer shall provide Company with a certificate of such insurance prior to delivery of the Property to Customer; however, Customer shall remain liable for all such damages, injury and losses not paid by such insurance. If such certificate of insurance is not received by Company prior to the delivery of the Property to Customer, Customer agrees to pay Company, as additional rent in respect of the Property, the amount of 5% of the total monthly charges with respect to the Property, in consideration for which payment Company shall assume the responsibility for such damage, injury and loss in excess of \$50.00 per each item of Property; except that intentional damage to or conversion of the property, or fire for whatever cause in excess of one unit per job, shall in all events be the responsibility of Customer.
13. 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 Property, it being agreed that upon delivery to Customer, the Property has passed out of the control of Company and control is assumed by Customer.
14. Customer agrees to pay all reasonable fees and costs of all 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.
15. REFUNDS / CANCELLATIONS: All rental cancellations are handled on a case-by-case basis, due to factors such as location of rental, dates of rental, size of rental order, and the amount of time of notice of Customer's intent to cancel, before the rental START date and time. Any refunds due to Customer will be applied to the same card with which you prepaid. The time it takes to post to the Customer's account will depend on their banking institution, renters should allow approximately five to ten business days.