

TERMS AND CONDITIONS

Bear Necessities Portable Restrooms 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.

The customer agrees to pay all invoices arising out of the rental charges for equipment and any special services

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 or partial loss occurs, including fire and theft.

Graffiti and/or markings of any nature to any part of the equipment are NOT reasonable wear and tear, and is damage for which customers are responsible for.

The customer agrees not to sell, rent, lease, or otherwise transfer possession of equipment listed herein except to the service dealer.

The customer agrees not to cause equipment listed herein to be removed from the job location without specific written permission 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/or damage.

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

Bear Necessities Portable Restrooms reserves the right to apply interest charges to any balance older than 28 days at the rate 1.5% or \$2.00 per billing month. Accounts overdue may be placed on a C.O.D. basis.

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.

Delivery dates are approximate. Bear Necessities Portable Restrooms shall have no liability for failure or delay in delivery or failure to notify customer of any delays or non-delivery.

Bear Necessities Portable Restrooms reserves the right to change prices of rental, service, or mileage without notice.

Bear Necessities Portable Restrooms reserves the right to refuse service or to cancel service at any time without notice.

It is agreed that in the event of a default in payment for a period of 60 days and said discount is referred to an attorney for collection, the customer agrees to pay reasonable attorney's fees of 33 ½% or \$200.00 per hour, whichever is greater, in addition to balance due.

Date: _____

Company Name: _____

Print Name: _____

Sign Name: _____

Position in Company: _____