

2ND TO NONE SEPTIC SOLUTIONS, LLC

AGREEMENT FOR RENTAL AND SERVICE

Thank you for renting with 2ND to None Septic Solutions, LLC. Please review our Service Agreement for all portable toilet rentals, handwashing unit rentals, and hand sanitizing unit rentals to be here after known as “Rental Units”. Be advised that this Service Agreement will need to be accepted in order for us to deliver to your site.

SERVICES RENDERED: 2nd to None Septic Solutions, LLC agrees to furnish the equipment for the rental and servicing of a rental unit along with the removal of liquid waste and cleaning of each unit as specified by The Customer(s). Customer agrees to make payment for said services according to payment terms and conditions set forth by 2nd to None Septic Solutions, LLC.

BINDING EFFECT: This Agreement is a legally binding contract on both the part of 2nd to None Septic Solutions, LLC and Customer and their respective heirs, successors, and assignees in accordance with the terms and conditions put forth herein.

TOILET/HANDWASHING/SANITIZING UNIT RENTAL: This agreement shall include the rental of a portable toilet/hand washing station/hand sanitizing station, along with the collection and disposal of liquid waste, replenishment of fresh water and sanitizer deodorant, toilet paper and the cleaning of the interiors. Customer acknowledges that in order to provide regular service, the unit must remain clear of debris and any building materials. 2nd to None Septic Solutions vehicle(s) must be able to come within 15’ of the unit. If the toilet is not accessible on the service day, reasonable effort will be made to contact the customer to resolve the situation and allow for servicing. If the service is not able to be performed, the service fee will still be charged and the toilet will not be serviced again until the next scheduled service day. If a second cleaning is requested, an additional fee will be applied. Only human waste is permitted in the toilet. No garbage or toxic materials of any kind are permitted to be disposed of in the toilet. 2nd to None Septic Solutions, LLC reserves the right to remove the unit from a site that is not in compliance. No refunds will be given for days not used for non-compliant toilets. Hand sanitizing units inside of restrooms will be replaced for a fee if removed or damaged.

PRICING: All equipment is billed to an agreed upon rate of (4) weeks, subject to applicable taxes. Minimum four weeks rental rate is assessed on all rental units. Unit rental rate is \$60 per unit whether the unit is rented for a day, week or month. 2nd to None Septic Solutions, LLC does not pro-rate for unused days if the rental unit is picked up early. Servicing rates start at a base rate of \$35. That rate increases based on the customers distance from 2nd to None Septic Solutions, LLC’s Home office. 2nd to None Septic Solutions, LLC reserves the right to adjust its rates based upon increases or decreases in fuel costs, disposal facility costs or due to changes in local, state, or federal laws and regulation

PAYMENT: Upon entering into this agreement: The customer agrees to make payment by Major Credit Card, Cash, check, or Money Order. Credit Card payments are subject to a 3% processing fee. All invoices for weekly/monthly rented units will be mailed out by the 10th of the month for the prior month’s rentals/service fees. Payment is due by the 1st of the month of the following month of which the invoice is received. The customer further agrees to pay any and all additional charges, such as additional rental fees, damages, failure to deliver, or any costs as a result of damage to company equipment from customer negligence, or from removal of hazardous or prohibited material. Customer's that pay by credit card and incur additional fees will have the credit card charged for those fees.

RETURNED CHECK POLICY: There will be a set fee of \$35.00 for any payment received by 2nd to None Septic Solutions, LLC that is deemed insufficient funds. In the event Customer fails to perform its obligation to remit payment, and payment is collected through an attorney, collection agency or other proceedings, then Customer agrees to pay in addition to the amount due, reasonable attorney's fees, court costs, interests and other applicable fees.]

DELIVERY OF EQUIPMENT: Delivery times provided by 2nd to None Septic Solutions, LLC are approximate. 2nd to None Septic Solutions, LLC shall have no liability for failure or delay in delivery or failure to notify Customer of any delay or non-delivery. 2nd to None Septic Solutions, LLC is not responsible for Customer's failure to designate unit placement at delivery. If unit is set in an undesired area because Customer failed to designate placement area and 2nd to None Septic Solutions, LLC is asked to return, 2nd to None Septic Solutions, LLC reserves the right to charge a fee of \$75 plus fuel costs. Toilets CAN NOT be placed on sidewalks backyards, through gates, or up/downstairs. Relocation of the unit will be performed at 2nd to None Septic Solutions, LLC's earliest convenience. Customer agrees not to remove units from site or permit the units to be removed from the site without 2nd to None Septic Solutions, LLC expressed written consent.

SITE MOVE: Do not move toilets, you will be responsible for any damaged caused by moving the toilet. Please contact 2nd to None Septic Solutions, LLC to move a toilet to a new location. Scheduling a toilet move will incur a new service fee.

RETURN OF EQUIPMENT: It is the responsibility of the Customer to contact 2nd to None Septic Solutions, LLC when they want the equipment picked up. However, the Customer is still liable for any damage, lost, stolen, burned equipment until said time 2nd to None Septic Solutions, LLC picks up the equipment. Our standard timeframe is 24 to 72 hours after the pickup request has been processed. All request submitted after 2:00 pm will be processed as of the next full business day. Customer agrees to return the equipment rented in as good condition as when received.

LIMITATION OF LIABILITY: 2nd to None Septic Solutions, LLC shall not be liable for damage to pavements or other driving surfaces resulting from the weight of vehicles servicing the equipment location designated by Customer, nor for any damages incurred while executing Customer's directions. In no event shall 2nd to None Septic Solutions, LLC, its members, managers, employees, agents, attorneys, insurers, affiliates, successors, or assigns be liable for: any claim, loss, damage or expense of any kind (including strict liability in tort) arising out of, or related to, the ownership, selection, possession, lease, operation, control, use, maintenance, delivery or return of the equipment; incidental, indirect, special or consequential damages (including loss of profits or production), whether suffered by Customer or any third party, no matter the cause; or, any amount in excess of the amount 2nd to None Septic Solutions, LLC receives from Customer as payment under this Agreement.

DAMAGE TO UNIT: Customer agrees to return all equipment furnished under this Agreement to 2nd to None Septic Solutions, LLC in the same condition as delivered, subject only to normal wear and tear. Customer shall bear the risk of loss and damage to equipment. In the event of damage, Customer shall pay the lesser of (a) the cost or repair, or (b) the cost of replacement. The cost of replacement of a standard portable toilet or sink is agreed to be \$750, which will be billed to the Customer in the event of loss. Hand sanitizing stations are agreed to be valued at a price of \$110.00. No loss or damage to equipment, in whole or in part, shall impair Customer's payment obligations under this Agreement. The following additional fees will be applied for missing/damaged items:

- Missing locks/keys: \$15
- Missing sanitizer dispenser: \$20
- Missing hand sanitizer bag: \$15
- Missing toilet paper rod: \$10
- Missing Heater:\$20

AUTHORITY: The signer below represents and warrants that he/she has read the document and understands its contents and is duly authorized to execute this agreement and agrees to reimburse the company for all expenses or damages incurred. The customer understands and agrees that all services rendered to the individual/company for whom he/she is the responsible party are charged directly to him/her and that he/she is personally responsible for payment. The customer understands that if service is suspended or terminated, any fees for services rendered to him/her will be immediately due and payable. The customer understands that interest may be charged on overdue accounts at that highest rate allowable by Minnesota law.

• I accept the terms and conditions above: Initial _____

• Name/Company: _____

• Date: _____

• Title: _____

• Email: _____

• Phone Number: _____

• Signature : _____