Terms and Conditions

Service Rendered / Waste Materials

1. Portable toilets are provided for the purpose of handling human waste. Therefore, no refuse, hazardous waste or hazardous material shall be placed in a portable toilet. Porta Potty To Go is not licensed to handle hazardous waste and the facilities where we dispose of sewage will not accept it. No infectious waste shall be placed in the portable toilet.

Deliveries

1. Deliveries are granted for events or for job sites on **regular business hours**, unless otherwise stated and charged by our company. We offer specific delivery time-frames when the customer accepts to pay an additional charge.
2. Units cannot be placed directly on grass surfaces due to the risk of damage from our heavy trucks. Additionally, for efficient servicing of our portable toilets, it's crucial that our trucks can get within 50 feet of the unit, longer distances might incur additional charges. Placing portable toilets on grass hinders our ability to access and service them effectively. If the customer insists, we will require an email, text or verbal confirmation stating that Porta Potty to Go is not responsible for any damages.

Services

1. Portable Toilet Services are provided from Monday to Saturday during regular business hours. Porta Potty to Go **cannot provide a specific day or time for service. Service is route based**. Porta Potty to Go might change the service day without previous notice and it can be rescheduled for the next 24/48 hrs.
2. Customers shall provide unobstructed access to the equipment on the scheduled service day. Customers should ONLY provide a code lock, sharing code with Porta Potty to Go for further use. Drivers under **no circumstance** will accept keys for a site.
3. Porta Potty to Go will not revisit a site that is inaccessible due to: Access Blocked, Unshared Code Lock, portable toilet relocated or any other circumstance that is caused by the customer. **Additional fees may apply for returning to the site.**

Rental Term / Pickup

1. Construction/Seasonal: term is for 28 days starting the day of delivery for all construction/seasonal unit rentals and includes 4 services per term.
2. Special events: term is 4 days on special event unit rentals and services or other time tables determined by both company and customer. Additional fees may apply for longer unit rental or specific delivery/pick up time.
3. Pickup: The company has up to five (5) business days from the customer's pickup request to remove the unit(s). **Pickup will be scheduled for the next available business day or the next scheduled service day.** Requests for pickup on a specific date are subject to an additional **$75 fee**.

Cancelation Policy

1. Once an order has been prepared and/or dispatched, cancellation may be subject to a mobilization or dry-run charge to cover costs already incurred, including equipment preparation, labor, transportation, fuel, and scheduling. Cancelation requests must be received and confirmed by a Porta Potty to Go representative during regular business hours.
2. If equipment has already been delivered, installed, or service has been performed, applicable delivery, rental, service, mobilization, and/or pickup charges may be non-refundable.
3. Cancellations caused by weather, event cancellation, site access restrictions, customer scheduling changes, or other circumstances outside of Porta Potty To Go’s control do not

automatically waive charges for services or mobilization already performed.
4. Any applicable cancellation, dry-run, or mobilization charges will be determined based on the status of the order at the time the cancellation or change is received.

Charges, Payments and Adjustments

1. Customers shall pay for the services and/or equipment furnished by the company **upfront**, unless in accordance with the invoice charges, as adjusted hereunder, within thirty (30) days of the company's invoice. If a customer provides a credit card number for payment, the company reserves the right to charge the given credit card for all future/current/ and past due invoices on all related customer sites and locations without exceptions. **All accounts are set up with autopayments with no exceptions.**
2. Customers are able to pay invoices by check. First a credit application should be completed. Afterwards the application will be reviewed and approved by our billing department. Only if a credit application is approved, customers will be able to pay with a check. Checks should be sent to: P.O. Box 33661 Palm Beach Gardens, FL 33420. **The credit card will remain on file and will be charged until the credit application has been approved.**
3. **No Proration on any rental unless agreed upon by Company**. Customer shall pay a service charge on all past due amounts accruing from the date of the invoice at a rate of eighteen percent (18%) per annum or, if less, the maximum rate allowed by law.

Changes

1. Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment may be agreed to orally, in writing, or by the actions and Practices of the parties.

Equipment Liability / Delivery, Service & Pickup Access

1. All Equipment furnished by the company shall remain the property of the company; however, the customer shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the customer's location. **"Damage Waiver" is optional for** $15.00 per billing cycle and covers graffiti, broken unit parts, and fixtures, **but does not cover complete loss or theft of units.** Customers shall not overload, move or alter the equipment and shall use the equipment for its intended purpose.
2. At the termination of this agreement, the customer shall return the equipment to the company in the condition in which it was provided, normal wear and tear excepted.
3. Customers shall pay, if charged by the company, an additional fee for any service modification caused by or resulting from the customer's failure to provide access. Company shall not be responsible for any damages to customer's property, including pavement, subsurface or curbing, resulting from company's provision of services hereunder. **Customer warrants that customer's right of way is sufficient to bear the weight of company's equipment and vehicles.**

Indemnity

1. The company agrees to indemnify, defend and hold customer harmless from and against any and all liability which customer may be responsible for or pay out as a result of bodily injuries (including death); property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the company or its employees, which occurs (1) during the collection or transportation of customers liquid waste materials, or (2) as a result of the disposal of customer's liquid waste materials, after the date of this Agreement, provided that the company's

indemnification obligations will not apply to occurrences involving Excluded Materials.

2. Customer agrees to indemnify, defend and hold the company harmless from and against any and all liability which the company may be responsible or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by customer's breach of this agreement or by negligent act, negligent omission or willful misconduct of the customer or its employees, agents or contractors in the performance of this agreement or customer's use, operation or possession of any equipment furnished by the company. Neither party shall be liable to the other for consequential. Incidental or punitive damages arising out of the performance of this Agreement.