



Atlantic Potties • 553 Central Drive • Virginia Beach, VA 23454  
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*A Division of Atlantic Heating & Cooling Service, Inc.*



**Portable Restrooms/Unit/Trailer Rental and Collection Service Agreement  
Terms and Conditions**

1. **SERVICE RENDERED. WASTE MATERIALS.** Customer grants to company Atlantic Heating & Cooling (Atlantic Potties) the exclusive right and company shall furnish equipment and services, to collect and dispose of all of customer's liquid waste materials/ sewage. Customer represents and warrants that the materials to be collected under this agreement shall be only "liquid waste materials/sewage" as defined herein. For purposes of this agreement, "liquid waste materials/sewage" means all non-hazardous putrescible and non-putrescible liquid waste/sewage generated by customer or at customer's service address. Liquid waste is not acceptable if mixed with any hazardous materials. Liquid waste materials such as, industrial process waste, asbestos containing materials, petroleum contaminated waste. Customer agrees not to dispose of non approved wastes. Non-approved liquid wastes (Other than SEWAGE) are any, radioactive, volatile corrosive, flammable, explosive, biomedical, infectious. Biohazardous, regulated medical or hazardous waste, toxic substances or material, as defined by, characterized or listed under applicable federal, state or local laws or regulations. Or special waste not approved in writing by company (collectively "Excluded Materials"). Title to and liability for excluded material shall remain with the customer at all times.

2. **CONSTRUCTION UNIT/SEASONAL UNIT/SPECIAL EVENT UNIT RENTAL TERM/PICKUP.**

- **CONSTRUCTION /SEASONAL** term are for 28 days starting the day of delivery for all construction/seasonal unit rentals and services.
- **SPECIAL EVENTS** term is four (4) days on special event unit rentals and services or other time table determined by both company and customer. Additional Fees may apply for longer unit rental.
- **PICKUP.** Company has five (5) business days to pick up units/trailers once customer has notified company of pickup request.

3. **DEPOSITS.** All trailer bookings require 50% deposit at the time of booking. Certain special events/ construction bookings will require 50% deposits based upon size of booking. All bookings that the company determines require a 50% deposit; are non-refundable.

4. **CANCELLATION POLICY.**

- **Special Event Unit(s).** Cancellation is allowed 48 hours prior to delivery with full refund. If customer cancels reservation inside 48 hour delivery window, customer will be charged \$50.00 for first unit canceled and \$25.00 for each addition unit canceled thereafter.

- **Construction/Seasonal Unit(s).** \$50.00 cancellation fee once construction/seasonal unit(s) rentals have left Company location for delivery.
- **Trailers.** All trailer deposits are nonrefundable. Which will be billed to card on file.

5. **SERVICE GUARANTY.** If the company fails to perform the services described within 5 business days of its receipt of a written demand from the customer, customer may terminate agreement with the payment of all monies due through the termination date.

6. **CHARGES: PAYMENTS: ADJUSTMENTS**  
Customer shall pay for the services and/or equipment (Including repair and maintenance) furnished by the company in accordance with the charges on the previous page, as adjusted hereunder, within ten (10) days the company's invoice. Customer to provide 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.

**NO PRORATION ON ANY RENTAL UNLESS AGREED UPON BY COMPANY.** Customer shall pay a service charge on all past due amount 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. Company may increase the charges to account for any increase in disposal, fuel or transportation costs; any changes in the composition of the liquid waste materials or increase in the average weight per container of liquid waste materials: increased costs due to uncontrollable circumstances, including without limitation changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges and acts of God such as floods, fires, etc. Company may also increase the charges to reflect increases in the consumer price Index for the municipal or regional area in which the service address is located. Increases in charges for reasons other than as provided above require the consent of the customer which may be evidenced verbally, in writing or by actions and practices of the parties.

7. **CHANGES.** 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.

8. **EQUIPMENT LIABILITY/DELIVERY, SERVICE, & PICKUP ACCESS.** All Equipment furnished by the company shall remain the property of the company;

however, 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. Customer may purchase "Damage Waiver" from Company that covers graffiti, broken unit parts, and fixtures, but does not cover complete loss or theft of unit. Current replacement cost standard toilets - \$700, ADA/XL - \$2000, Restroom Trailers - \$60,000, Sinks/Sani stands - \$700 Customer shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. At the termination of this agreement, customer shall return the equipment to company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide unobstructed access to the equipment on the scheduled service day. Customer 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, surface 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.

9. **INDEMNITY.** The company agrees to indemnify, defend and save customer harmless from and against any and all liability which customer may be responsible for or payout 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. **Customer agrees to indemnify, defend and save the company harmless from and against any and all liability which the company may be responsible or payout 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.**

X _____	_____	_____
<b>Customer Signature</b>	<b>Title</b>	<b>P.O. # if required</b>
_____	_____	_____
<b>Print Name</b>	<b>Date</b>	<b>Site Location</b>
_____	_____	
<b>Company Name</b>		