

In consideration of renting equipment from A Clean Portoco it is agreed as follows:

1. **New Customers** are required prior to delivery of equipment/ or service to fill out and sign the Credit Application, as well as, pay in advance the first 4 weeks rent, a delivery and pick up fee per unit, plus (if applicable) a security deposit equal to the first 4 weeks rent, any mile zone charges (if site is beyond our normal route area) or damage waiver charges plus all applicable taxes in order to establish credit. Renter acknowledges that the purpose and intent of the deposit is to secure and guarantee performance of renter's obligations for rental of the equipment/ or service. Security deposits may be applied to account balances only once the equipment has been returned. If there is not an outstanding account balance and the equipment has been returned the security deposit may be refunded. It is the renter's responsibility to notify A Clean Portoco to refund the security deposit. Notification must be submitted prior to the last week of the calendar month as checks are processed on and mailed the last week of the month.
2. **Warning/Possession/Title/Solvency** The use of false or fictitious identification to obtain the equipment/service or the failure to return the equipment may be considered as theft, resulting in criminal prosecution. Time is the essence of this agreement. Title to the equipment is and shall remain in A Clean Portoco, if the equipment is not returned and/or levied upon for any reason whatsoever, A Clean Portoco may retake said equipment without further notice or legal process and use whatever force is reasonably necessary to do so. Renter hereby agrees to indemnify, defend and hold A Clean Portoco harmless from any and all claims and cost arising from such retaking. If equipment is levied upon, renter shall notify A Clean Portoco immediately. Renter represents to A Clean Portoco that he/she/it is not insolvent and should he/she/it become insolvent, that, he/she/it will return all equipment to A Clean Portoco immediately.
3. **Rental Period/Rate/Payment/Finance Charge** Rental period is based on a flat rate per 28 days for construction units and on a per day basis for party units which are billed in advance. Rental charges begin immediately upon the date of delivery of the equipment/ or service to the location directed by the renter or upon equipment leaving A Clean Portoco's location, whichever happens first. Rental charges end upon the last day of the current billing cycle. Payments must be received at P.O. Box 531607 Harlingen, Texas 78553 in Cameron County by the last day of the billing cycle or within 2 days following the date on the billing cycle's "thru" or "to date" or a Finance Charge of 1 ½ % will be incurred. All debit or credit card payments will incur a convenience fee. Finance Charges are reflected only on the monthly statement and are to be included with payments. A Clean Portoco may terminate rental at any time and retake the equipment without further notice in case of violation by renter of any terms or conditions of this agreement. Renter agrees to pay any and all collection costs, legal fees and attorney's fee incurred in collection of this account or any dispute arising under this agreement and any or all disputes will be resolved in Cameron County, Texas only. The terms for rental of any and all temporary fencing is due upon delivery or if approved NET 15 days. The terms for servicing an individual's own unit are payment in full prior to said service being rendered. Renter agrees to immediately notify A Clean Portoco of any changes to their mailing address, phone number, fax number and email address. Effective as of January 1, 2016 invoices and statements will be sent via email or fax. All invoices and/or statements which are printed and mailed will incur a \$3.00 fee per invoice and/or statement.
4. **Delivery/Re-delivery** the normal time frame for delivery is 24 to 48 business hours once the credit application has been approved for new renters and/or the delivery order has been processed for all existing renters. All request submitted after 2:00 pm will be processed as of the next full business day. If A Clean Portoco has to re-deliver any equipment due to incorrect shipping address/ directions, a same day delivery request and /or re-delivery for a pick up due to non-payment the renter will incur above the normal delivery fee an additional delivery fee of a minimum \$25.00 or more. Saturday, Sunday, after 5 p.m. or before 8 a.m. and Holidays will incur an additional delivery, pick up or after or before hour service fee to be determined at the sole discretion of A Clean Portoco. Should a Renter after placing an order for delivery or pick up if our Driver has left our yard and the Renter cancels the order the Renter will incur as a 1 time Dry Run Fee for the said cancellation.
5. **Return of Equipment** is the responsibility of the Renter to notify A Clean Portoco when they want the equipment picked up. However, the Renter is still liable for any damage, lost, stolen, burned equipment until said time A Clean Portoco picks up the equipment. Our standard timeframe is 24 to 48 hours after the pick up request has been processed. All request submitted after 2:00 pm will be processed as of the next full business day. Renter agrees to return the equipment rented in as good condition as when received.
6. **Service of Portable Construction Toilets** is once a week; two (2) rolls of toilet tissue only are provided and included in the four (4) week rental price. Extra-service beyond the normal once a week service is available, as well as, 9" rolls of toilet tissue. The charge incurred for extra-service and the 9" roll of toilet tissue is calculated on a per unit basis. Industry standard recommends one (1) unit for every 7 men working a 40 hour week. A Clean Portoco may at its discretion charge an amount to be determined for tip over(s), or relocating any equipment on the same site and or excess graffiti. It is the responsibility of the Renter to assure the equipment is accessible to service and the equipment is located in an area where there are not any safety issues for our employees. The Renter is solely responsible for protecting our Employees from risk of death, injury or bodily harm arising from or in any way related to the delivery, servicing or pick up of A Clean Portoco equipment while at Renter's job.
7. **Compliance with Laws/Use of Equipment** Renter agrees not to use or allow anyone to use the equipment for any illegal purpose or in any illegal manner. Renter acknowledges that A Clean Portoco has no physical control over the use of the equipment. Renter agrees at his sole cost and expense to comply will all municipal, county, state and federal laws, ordinances and regulations (including O.S.H.A.) which may apply to the use of the equipment during the rental period. Renter agrees to not allow any person to use the equipment when it is in need of repair or when it is in an unsafe condition or situation; modify, misuse, harm or abuse the equipment; permit any repairs to the equipment without A Clean Portoco's written permission, or, allow a lien to be placed upon the equipment. Renter acknowledges A Clean Portoco has no responsibility to inspect the equipment while it is in renter's possession. If equipment becomes unsafe or requires repair, Renter shall discontinue using it, and notify A Clean Portoco immediately. Renter agrees not to sublet, loan or assign the equipment. Renter shall not move the equipment from the address at which it is represented it was to be used without written notice to A Clean Portoco prior to moving the equipment. The Renter may not attach any materials to A Clean Portoco equipment (adhesives, posters, staples, mesh..etc) without the written permission of A Clean Portoco.

8. **Damage Waiver/ Accidents, Reporting and Indemnification** By Renter accepting the damage waiver it covers normal wear and tear to the equipment, as well as, vandalized equipment only with a police report. It does not cover lost, stolen or burned equipment. If Renter elects to not take the damage waiver then the renter must provide proof of insurance which shows A Clean Portoco as an additional insured at no charge to A Clean Portoco. If equipment is lost, stolen, burned, or if an accident should occur while Renter has the equipment the Renter agrees to notify A Clean Portoco immediately and obtain the names, addresses, phone number and all other pertinent information from all parties involved and all witnesses. In the event of any accident resulting in property damage or bodily injury arising from use of the equipment while it is in renter's possession, renter hereby expressly agrees to assume responsibility for himself, his own employees, agents, sub-contractors, and assigns negligence and agrees to indemnify, defend and hold A Clean Portoco, the owners, harmless from any claim or action arising there from, including any costs and attorney fees incurred in connection therewith. If it is deemed necessary to charge the Renter a replacement cost for equipment which has either been lost, stolen, or burned renter agrees to submit payment within 2 weeks for the replacement charge. Any and all legal matters will only be conducted in Cameron County, Texas. Customers who require to be put on A Clean Portoco's insurance as an additional insured and/ or waiver of subrogation will be charged for this service based on the fees our insurance company charges us. Passage of Senate Bill 425 now requires approval from the Texas Department of Insurance for a Company to be added to our insurance and the customer must list each specific project they want to have coverage for.

9. **Ordinary Wear & Tear** Renter hires the equipment on an "as is" basis". The equipment will incur ordinary wear and tear while out on the job site which shall mean only the normal deterioration of the equipment caused by ordinary, reasonable and proper use of the equipment on a one-shift basis. Damage which is not "ordinary wear and tear" includes but is not limited to: damage resulting from tip over, exceeding capacities; improper use; abuse; graffiti; items other than sewage waste in tanks including rags, oil, cement, beer cans and bottles etc. Damage to pumps due to trash, rags, oil, cement, beer cans and bottles may be charged back to the renter and/ or rental of said equipment may be terminated.

10. **Default** Should a Renter in any way fail to observe or comply with any provision of this agreement, A Clean Portoco, at its sole option exercise and all of the following remedies: (a.) Termination of this agreement (b.) Retake the equipment (c.) Declare any outstanding rent and charges due and payable and initiate legal process to recover the monies.

11. **Emergency Situations** Renter is solely responsible in cases of disaster to secure A Clean Portoco equipment which they have rented.

12. **Taxes** Renter shall pay and shall be solely responsible for all sales tax related to the rental of A Clean Portoco's equipment. Should the Renter work qualify by the State of Texas as tax exempt it is the responsibility of the Renter to provide a copy of the tax exempt certificate to A Clean Portoco prior to delivery of any and all equipment. Sales tax will be charged unless a copy of the tax exempt certificate is provided.

13. **GENERALLY, TO THE FULLEST EXTENT PERMITTED BY LAW, RENTER SHALL HOLD HARMLESS, INDEMNIFY, PROTECT AND DEFEND A CLEAN PORTOCO, SUBSIDIARIES, AFFILIATES, SUCCESSORS AND ASSIGNS, AND EACH OF THESE ENTITIES' RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS AND INSURERS, AGAINST ALL DEMANDS, CLAIMS, ACTIONS, CAUSES OF ACTION, PROCEEDINGS, LAWSUITS, SETTLEMENTS, JUDGMENTS, FINES, PENALTIES, LOSSES OR EXPENSES (INCLUDING ATTORNEYS' FEES AND INTEREST), FOR DAMAGES FROM BODILY OR PERSONAL INJURY, DEATH, THE DESTRUCTION OR LOSS OF PROPERTY, (INCLUDING LOSS OF USE) OR ANY OTHER KIND OF DAMAGES OR HARM, ARISING OUT OF, OR RESULTING FROM, OR RELATED TO THE WORK PERFORMED AND/OR THE MATERIALS SUPPLIED UNDER THIS AGREEMENT, TO THE EXTENT ATTRIBUTABLE IN WHOLE OR IN PART.**