

Portable Toilets of Fayetteville

P.O. Box 64006
Fayetteville NC 28306
910-226-2000

Portable Toilets of Fayetteville, (PTF) thanks you. A copy of your rental agreement is enclosed/attached. In order for your company and **PTF** to both operate safely and effectively, it is imperative to inform all personnel of the following guidelines:

1. The unit location is selected by the customer with the understanding **PTF** reserves the right to decline delivery if the location is deemed to be inaccessible or unsafe.
2. Indemnification: **PTF** agrees that the equipment and all persons operating such equipment, including **PTF** employees, are under the customers' exclusive jurisdiction, supervision and control and agrees to indemnify and save **PTF**, its employees and agents harmless from all claims for death or injury to persons, including the equipment, arising in any manner out of customers' direction. Customers' duty to indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement.
3. Excuse of performance: Any preventions, delay or stoppage due to strikes, lockouts, labor dispute, acts of GOD, inability to obtain labor or materials or reasonable substitutes therefore, governments action, domestic or foreign, riot, civil commotion, fire and other casualty and all other causes beyond the reasonable control of **PTF** shall excuse **PTF's**, performance for a period equal to such prevention, delay, or stoppage.
4. **PTF** will assume no responsibility for damages due to inadequate driving surfaces (i.e. driveways, lawn/yard, blacktop, etc.) while placing or servicing the unit. If the unit is to be placed on a city street, the customer must apply for, have and provide a copy of the city permit to **PTF** for verification prior to delivery.
5. The customer is responsible for having a clear, accessible path for servicing the unit, (i.e. no parked vehicles, locked gates, unstable surfaces, etc.) If the unit is inaccessible, **PTF** may charge a trip fee for the attempted service.
6. The customer is responsible for tying down or securing the unit(s) to help prevent blow-overs due to high winds or storms.
7. The customer shall protect and care for all **PTF** equipment in their possession. All unit relocations, as deemed necessary, must be made by **PTF**, and a trip fee may be charged. It is not recommended that unit(s) be pushed, pulled, or moved by customer equipment; However, if the unit(s) is/are moved by customer, the customer is responsible for informing **PTF** of the move. **PTF** is not responsible for missed service if customer fails to inform **PTF** before the next service day.
8. Because disposal, processing, and fuel costs are significant portion of our costs to provide service, we may increase the schedule of charges proportionately to reflect any increase in such costs plus an appropriate markup.
9. Payment terms: Full payments for all charges are due upon billing. **PTF** reserves the right to stop service and/or retrieve unit(s) at any time due to outstanding balance.
10. **PTF** makes every attempt to accommodate our customers; However, we make no emergency response guarantees.