



## TERMS & CONDITIONS

- 1. ACCEPTANCE:**

Customer shall be deemed to have accepted these terms and conditions upon oral acknowledgment, signature, or other conduct indicating acceptance. Customer hereby acknowledges and agrees that these Terms and Conditions shall apply to all sites and all orders placed by the Customer at any time. Customer's consent and agreement to these Terms and Conditions may not be withdrawn or revoked except upon written notice to All American Waste Services, Inc. (Company) at least thirty (30) days before the effective date of such revocation, and such revocation of Customer's agreement to these Terms and Conditions shall only apply to future orders. These terms and conditions shall supersede any inconsistent terms of any purchase order or Customer documents.
- 2. COMPANY OBLIGATIONS:** The obligations of COMPANY shall include:
  - (a) Supply the sanitation equipment ("Equipment") listed in service agreement ("Service Agreement") and provide the type of service plan stated within Service Agreement. The delivery dates are approximate and the Company shall have no liability for any failure or delay in making delivery or for failure to give notice of any such failure.
  - (b) Provide additional Equipment and service as requested by the Customer at Company's customary rates. Service schedule shall be determined by Company and is subject to change.
  - (c) Maintain Equipment in good working order under ordinary use. Company shall not be responsible for failure to render such maintenance due to causes beyond reasonable control of the Company.
- 3. CUSTOMER'S OBLIGATIONS:** The obligations of the CUSTOMER shall include:
  - (a) Remit amounts due as indicated on Service Agreement and all subsequent amounts due, not later than the terms indicated on associated invoices. Routed service pricing is subject to change without prior notice. Customer is responsible for all taxes, however designated, arising out of the provisions of services under this agreement, including without limitations, sales, use, transfer, privilege, excise or other tax or duty.
  - (b) Retain absolute and sole control, possession and custody of Equipment and return such Equipment to Company at end of the service period.
  - (c) Acknowledge that Company has no control over use of the Equipment by Customer. Customer should make no use of the Equipment for other than sanitation purposes. While Equipment is in Customer's possession, Customer shall prevent any contamination of such units with or from radioactive, volatile, flammable, explosive, toxic or hazardous materials. In the event that such waste is found in the Equipment, Customer shall arrange and pay for separate removal of such waste.
  - (d) Customer agrees to comply, at Customer's expense, with any and all applicable municipal, county, state, federal or quasi-governmental laws, ordinances, regulations and guidelines.
- 4. LOCATION OF EQUIPMENT:**
  - (a) Customer is responsible to exercise due diligence and care in the selection of the location designated for Equipment and to supervise the placement of such Equipment. Customer is responsible for any damages that accrue therefrom.
  - (b) Customer may not relocate Equipment without company consent. Customer is responsible for ensuring Equipment is available or accessible for servicing or maintenance at ground level without hazard to Company, its agents, employees or Equipment. If Company is unable to service units due to Customer's failure to make them accessible, Customer is responsible for any damages that accrue therefrom. Customer will be charged for any additional services resulting thereof.
- 5. POWER & WATER SOURCES FOR RESTROOM TRAILERS/WATER SYSTEMS:** With regard to restroom trailer or Pro-Flush water system service, Customer shall provide appropriate power and/or water source as indicated on Service Agreement at service site in advance of delivery. Customer is responsible for maintaining the availability of power and water resources and monitoring such throughout the duration of the service period. Failure to provide and maintain resources may result in additional time and materials charges, delayed delivery and/or subsequent damages, for which Customer accepts full responsibility.
- 6. DAMAGED OR LOST EQUIPMENT:**
  - (a) Customer acknowledges that he has had an opportunity to personally inspect the sanitation Equipment, and finds it suitable for his needs and in good condition, and that he understands its proper use.
  - (b) Customer must notify the Company immediately and discontinue use of the Equipment if the units become unsafe or in disrepair for any reason. Company is not responsible for any incidental or consequential damages caused by delays or otherwise.
  - (c) No alterations to Equipment permitted unless approved by Company in writing.
- (d) Customer agrees to pay for any damage to or loss of the goods, as an insurer regardless of the cause, except reasonable wear and tear, while Equipment is out of the possession of the Company. The cost of the repairs will be borne by the Customer, whether performed by the Company or at the Company's option, by others. Equipment damaged beyond repair will be invoiced at replacement cost. Customer agrees to accept Company's decision regarding reparability.
- 7. WARRANTIES:**

THERE ARE NO WARRANTIES OF MERCHANTABILITY, OR FITNESS, EITHER EXPRESSED OR IMPLIED. There is no warranty that the Equipment is suited for Customer's use, or that it is free from defects.
- 8. HOLD HARMLESS:**

Customer agrees to assume the risks associated with use of Company Equipment and services. Customer further agrees to hold Company harmless for any and all claims or lawsuits associated with service or Equipment, including claims against Customer by a third party. Company shall not be liable for any property damage, personal injury, loss of profits, interruptions of business, out-of-pocket expenses or any direct, indirect, special, consequential, punitive, exemplary, or incidental damage, however caused, whether based on contract, tort (including negligence), strict liability, warranty, or any other basis arising out of, or connected with this agreement, or the use of any service furnished hereunder.
- 9. INDEMNITY:**

Customer agrees to indemnify and reimburse Company for any and all claims, damages, or liabilities of any kind arising out of the use of the Equipment by Customer, Customer's agents, or any third party, including claims, damages, or liabilities arising from Company's negligence, and Customer further agrees to indemnify and reimburse Company for any and all claims, damages, or liabilities arising out of any breach of this contract by Customer.
- 10. LIMIT OF SERVICE SANITATION'S LIABILITY:**

All American Waste Service's aggregate liability under this agreement shall not exceed the amounts paid to All American Waste Services Inc. in connection with agreement.
- 11. DURATION AND CANCELLATION:**

No pro-rata adjustment is made for partial use. Unless agreed upon in writing or unless specific retrieval date is listed on the Service Agreement, the minimum billing period is 4 weeks. Unless agreed upon in writing, all orders are non-refundable upon booking. For removal you agree to submit the Call Off/Pick up Form at least 48 hours in advance. Pick up requests shall not be valid without submitting the Form.
- 12. LATE PAYMENT / COLLECTION COSTS:**

All charges are payable in full with no privilege to pay in installments. Past due amounts are subject to 18% APR. Customer is also obligated to reimburse Company for all costs/expenses incurred in the collection of fees for service, including without limitation, collection, attorneys' fees and court costs.
- 13. DEFAULT:**

If the Customer fails to pay any service payment or other charge due, perform any of its other obligations, Company, without notice, shall have the right to terminate the agreement immediately, to take possession of any or all of its property without any legal process, to enter Customer's premises to take such possession, or pursue any other remedy at law or equity. All such remedies shall be cumulative and may be exercised concurrently.
- 14. NONWAIVER & SEVERABILITY:**

No provision of this contract can be waived except by the written consent of Company. Failure by Company to enforce any provision shall not constitute waiver of provision. The provisions of this agreement shall be severable so that invalidity, unenforceability, or waiver of any provision(s) shall not affect remaining provisions.
- 15. GOVERNING LAW:**

This agreement shall be governed by the laws of the State of Arizona.

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I hereby accept the terms and conditions of this agreement. If accepting on behalf of an organization, I certify that I am an authorized signatory for said company.