

Dear **Squatty Potties LLC** Customer,

Please take a moment to read over your agreement. You may visit our website at **squattypotties.com** for more information about our products and services or contact our office at **info@squattypotties.com**.



Please help us provide better service by:

1. Remind workers not to block the restrooms. We need two car spaces to properly service restrooms. Our trucks weigh over 20,000 pounds and it is hard to leave the street/pavement without the risk of getting stuck or making a mess. Please keep this in mind for specific placements during wet conditions.
2. Portable restrooms are designed for 8-10 people maximum for a 40-hour work week. Once this limit is exceeded, sanitary conditions decrease and complaints increase, especially during warm weather. Please remind fellow contractors to provide their own restrooms.

Thank you for your help and we look forward to serving you. Our office hours are Monday-Friday from 8:30 am to 5:00 pm. You may also go online and use the "Contact" form to send us a request.

TERMS AND CONDITIONS

1. PHYSICAL CONDITION OF RENTAL ITEM(S): You acknowledge that prior to taking the rented item(s), you examined it, saw it in operation (if appropriate), and are aware of its condition and that it is in good condition except for any defect noted in this contract. It is your responsibility to return the rented item(s) to SP in the same condition, except for ordinary wear and tear.

2. USE OF THE ITEM(S): You agree that you are satisfied with the instructions given by SP in the proper and safe manner of using the item(s) or that you are so familiar and told SP that you were. You further agree that the item(s) will be used only at the address designated and only for the purpose for which the item(s) was manufactured and intended. Subleasing or improper use is prohibited. You have read and understood all the manuals, written operating instructions and warnings as supplied for the equipment.

3. RESPONSIBILITY FOR USE AND DISCLAIMER OF WARRANTIES: You are responsible for the use of the rented item(s). You assume all risks inherent in the operation and use of the item(s) and agree to assume the entire responsibility for the defense of, and to pay, indemnify

and hold SP harmless from, and hereby release SP from, all claims for damage to property or bodily injury (including death) resulting from the use, operation or possession of the item(s), whether or not it be claimed or found that such damage or injury resulted in whole or in part from SP negligence, from the defective condition of the item(s) or from any cause. **YOU AGREE THAT NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, HAVE BEEN MADE IN CONNECTION WITH THE EQUIPMENT RENTED.**

4. RESPONSIBILITY FOR EQUIPMENT: From the time the item(s) is rented out until it is returned, you are responsible for it. If the item(s) is lost, stolen or damaged under any circumstances while rented, regardless of fault, you shall be responsible for all charges, including labor costs, to replace or repair the item(s). Failure to return rented property under the terms of this contract may subject the Renter to criminal prosecution.

5. ITEM(S) FAILURE: You agree immediately to discontinue the attempt to use the rented item(s) should it at any time become unsafe or in a state of disrepair and will immediately (one hour or less) notify SP of the facts. SP agrees in its discretion to make the item(s) operable within a reasonable time, or provide you with a like item if available, or make a like item available at another time, or adjust the rental charges. This provision does not relieve you of the obligations imposed by other paragraphs, including 4 and 6. In all events, SP shall not be responsible for any injury or damage, including consequential damage, resulting from failure or defect of a rented item(s).

6. RETURN OF ITEM(S): The rented item(s) is SP property and is rented to you subject to this contract for rental charges and for the period agreed upon at time of rental. If you fail to return the item(s) when due in; SP to enforce its property ownership of the item(s) and to protect its interest under this contract, may retake the item(s) at any time and to do so SP, or its representatives may enter your property and you hereby waive any right of action against SP, for such entry and retaking. In addition, you acknowledge that the sale or concealment of rented item(s) are prohibited, and that such action may constitute a crime, SP in addition to any other action we may take, may notify the authorities and take other action, including the filing of criminal complaints, subjecting you to prosecution.

7. CHARGES AND PAYMENTS: Time is money. You are responsible for rental charges from the time the item(s) is "Out" until it is returned or called "Off" rent, and other charges hereunder. Rental rates are based on a 28-day billing cycle. You and your representative, agent, or principal shall be responsible for and shall pay SP all charges hereunder. If the rental charges are charged to someone other than the Renter, the Renter represents he/she is the agent of such party and has the right to charge this rental; the Renter nevertheless will remain liable for the charges and for the other obligations and responsibilities of the Renter

hereunder. If rental charges are not paid within 10 days of their due date, SP at its discretion may recalculate all charges on a daily rental rate basis and enforce payment. You agree your payment information including a credit card held securely by SP will be used by SP in order to maintain payment of monies owed to SP including rental charges, damages, late fees, etc. and shall be held as security until Customer is no longer a current Customer with SP.

As of 4/6/2026, Squatty Potties LLC will charge \$15.00 PER DAY late and stop service will occur 10 days after nonpayment UNLESS agreed otherwise.

8. COLLECTION COSTS: You agree to pay attorney fees, collection fees, court costs, and any other expenses incurred in collecting any charges under this agreement, in retaking the rented item(s) or otherwise in enforcing the terms of this contract.

9. MODIFICATION OF CONTRACT: This paper represents our entire contract, and there is no collateral, oral, or other agreements outstanding. None of Squatty Potties LLC's rights may be changed and no extension of the term of this contract may be made except in writing signed by SP and made part of this contract.

10. HAZARDOUS WASTE: Customer agrees not to place any type of hazardous waste, explosives or flammable material in any portable toilet unit or burn any materials in any portable toilet unit. Customer accepts full responsibility for all materials placed in any portable toilet unit and agrees to defend, indemnify and hold SP harmless from and against all damages to property, injury to or death of any person, fines, penalties and liabilities resulting from or arising out of the placement of such prohibited materials in a portable toilet unit.

11. PERMITS AND DRIVEWAY ACCESS: The Customer warrants that it shall secure and maintain all necessary permits and that SP shall have the right to place portable toilet units in the locations designated by the Customer. Customer also warrants that the right of way between those locations and the public right of way will always be (1) clear so that SP may provide service hereunder, and (2) sufficient to bear the weight of all SP'S vehicles and equipment and that SP shall have the right to use such right of way in providing service hereunder.

12. CONDITIONS BEYOND OUR CONTROL: Portable restrooms can easily blow over during high wind periods. Placement location is important. If the unit can be placed out of the "wind's way" and remain accessible for servicing, this will help keep the unit from tipping over. Sometimes tip overs do happen. Our service technicians will either clean the unit in the field or replace it with another sanitized unit if needed on the normal route day. If service of a blow-over is requested on a non-route day, service charges may apply.

13. EQUIPMENT ACCESS: Customers must provide access to our portable toilets. We have a variation of trucks with most of them weighing over 20,000 lbs. With the expensive and fine soil in Texas, customers must provide SP access to the units via a hard surfaced road in order to guarantee service and service interval. Without proper access, our drivers have been instructed not to enter your property and cause damage to your property. If your service is missed due to access limitations, your next service will be your regularly scheduled service date. If you wish to receive service due to a non-service caused by access limitation, additional charges may apply.

14. NO PRORATING & CANCELLATIONS: Agreed upon rates are for complete billing periods (28 days) and are not to be prorated unless discussed and agreed upon in writing. Cancellations made within 48 hours of the scheduled drop-off date will be billed at the full rental rate.

Please note: In the event of a piece of equipment being tipped over, Squatty Potties LLC does charge an emergency service fee to come service/exchange the portable toilet upon request. There is no fee if we service on our scheduled service day, as planned.

Additional Charges & Replacement Costs:

- **New Skid: \$180.00**
- **New Toilet Seat: \$100.00**
- **Removal of Non-essential items/Trash from tank: \$100.00 per unit**
- **Other Damage to Unit: Assessed upon inspection (TBD)**

Additional Offers: Prices may vary; please contact us regarding pricing and additional information.

- 1. Stake down**
- 2. Hand Sanitizer**
- 3. Additional toilet paper**

Signature: _____

Date: _____