



A SDVOSB / SDV Company  
FreedomFlush@outlook.com  
PO Box 8152, Norfolk, Va 23503  
(757) 800 2251

#### AGREEMENT FOR RENTAL AND SERVICING OF PORTABLE TOILETS

*Thank you for renting a portable toilet from Freedom Flush, LLC. Please review our terms and conditions (hereinafter, the "Agreement") for all portable toilet rentals or handwashing unit rentals and be advised that this Service Agreement will need to be accepted prior to delivery to your site.*

**SERVICES RENDERED:** Freedom Flush, LLC agrees to furnish the equipment for the rental and servicing of a number of portable toilets (hereinafter, the "Unit", or if more than one toilet is ordered from Freedom Flush, LLC by the Customer, the "Units") along with the removal of liquid waste and cleaning of each unit as specified by the Party signing below ("Customer"). Each of Customer and Freedom Flush, LLC shall be a Party to this Agreement. Customer agrees to make payment for any services undertaken by Freedom Flush, LLC according to the payment terms set forth by Freedom Flush, LLC herein.

**BINDING EFFECT:** This Agreement is a legally binding contract on both the part of Freedom Flush, LLC and Customer and their respective heirs, successors, and assignees in accordance with the terms and conditions put forth herein.

**TOILET/HANDWASHING UNIT RENTAL:** This agreement shall include the rental of a number of Unit or Units [specified in the attached Appendix for the period of time set out in the Appendix, along with the collection and disposal of liquid waste, replenishment of fresh water, deodorant, toilet paper and the cleaning of the interiors of the Unit or Units. If applicable, Customer can specify that a Unit shall be ADA accessible, for an additional cost. Customer acknowledges that in order to provide regular service, the Unit must remain clear of debris and any building materials. The company's vehicle must be able to come within 15' of a Unit in order for delivery to occur. If the Unit is not accessible on service day, the Unit will not be serviced again until the next scheduled service day. If a second or thereafter cleaning is requested, a \$50 additional fee will be applied. Only human waste is permitted in the Unit. No garbage (aside from toilet paper) or toxic materials of any kind are permitted to be disposed of in the Unit. Upon Freedom Flush LLC's determination that Customer is using the Unit in a manner which is not compliant with this Agreement, Freedom Flush, LLC reserves the right to remove any Unit from the Customer's site that is not in compliance with this Agreement. No refunds will be given for days not used due to Customer or its invitees' or employees' non-compliance with this Agreement. Hand sanitizing machinery included in each Unit will not be replaced if removed or damaged.

**TERMINATION:** Freedom Flush, LLC may terminate the rental of any Unit or Units upon immediate notice if, in Freedom Flush, LLC's reasonable judgment, Customer is determined to be in breach of this Agreement.

**PRICING:** Customer shall pay Freedom Flush, LLC the amount set out in the attached Appendix in exchange for the rental of the Units, as well as any supplemental services set out therein. All equipment and services are billed to an agreed upon rate of (4) weeks or twenty-eight (28) days of services, plus applicable taxes. Minimum four weeks rental rate is assessed on all portable restrooms and hand wash units. Freedom Flush, LLC does not pro-rate for unused days if the Unit is picked up early. Freedom Flush, LLC reserves the right to adjust its rates for Units based upon increases or decreases in fuel costs, disposal facility costs or due to changes in local, state, or federal laws and regulations.

**PAYMENT:** Upon entering into this agreement: **Customer gives Freedom Flush, LLC permission to automatically charge the credit card provided for the Unit rental.** Unless otherwise agreed, Customer shall make PAYMENT IN ADVANCE for all quoted service, by either Major Credit Card, Cash, Money Order or Pre-approved business check. Customer further agrees to pay any and all additional charges necessary to obtain full payment of the fees for each Unit, including, but not limited to, additional rental fees, damages, failure to deliver, replacement costs, or any costs as a result of damage to Units or company equipment from customer negligence, or from removal of hazardous or prohibited material. Customers that pay by credit card which incur additional fees shall also be responsible for any such fees charged to Customer or to Freedom Flush, LLC. In the event Customer fails to perform its obligation to remit payment prior to commencement of the service period, and payment is collected through an attorney, collection agency or other proceedings, then Customer agrees to pay in addition to the amount due, reasonable attorney's fees, court costs, interest and other applicable fees. Customer understands that interest may be charged on overdue accounts at the highest rate allowable by the State of Virginia

**RETURNED CHECK POLICY:** There will be a set fee of \$35.00 for any payment from Customer which is received by Freedom Flush, LLC of a check that is deemed to have insufficient funds.

**DELIVERY OF EQUIPMENT:** Delivery times provided by Freedom Flush, LLC are approximate. Freedom Flush, LLC shall have no liability for failure or delay in delivery or failure to notify Customer of any delay or non-delivery. Deliveries and pick-ups of any Units will be billed on a per-Unit basis at the cost to the customer of \$50 per Unit in addition to the rental fee set out herein. Freedom Flush, LLC is not responsible for Customer's failure to designate Unit placement at delivery. If any Unit is required to be moved for any reason, and Freedom Flush, LLC is asked to return to facilitate movement of such Unit, Freedom Flush, LLC reserves the right to charge a fee of \$75 per Unit plus fuel costs. Units CANNOT be placed on sidewalks, backyards, through gates, or on any floor but the ground floor. Relocation of any Units will be performed at Freedom Flush, LLC's earliest convenience. Customer agrees not to remove Units from site or permit the Units to be removed from the site without Freedom Flush, LLC's express written consent. Customer will not move any Unit or Units without Freedom Flush's prior written consent. Any damages or losses which occur to any Unit or Units as a result of Customer's movement of a Unit or Units shall be billed to Customer in accordance with the section entitled "Damage to Unit" set out below.

**RETURN OF EQUIPMENT:** It is the responsibility of the Customer to notify Freedom Flush, LLC when they want any Unit or Units to be picked up. However, Customer shall be liable for damage or loss of the equipment, stolen, burned equipment which occurs until the time Freedom Flush, LLC picks up the Unit or Units. Freedom Flush's standard timeframe for pickup of Units is 48 to 72 hours after the pickup request has been processed. All requests submitted by Customer to Freedom Flush, LLC after 2:00 pm will be processed on of the next full business day.

**LIMITATION OF LIABILITY:** Freedom Flush, LLC shall not be liable for damage to pavements or other driving surfaces resulting from the weight of vehicles servicing the Unit location designated by Customer, nor for any damages incurred while executing Customer's directions. In no event shall Freedom Flush, LLC, its members, managers, employees, agents, attorneys, insurers, affiliates, successors, or assigns be liable for: i) any claim, loss, damage or expense of any kind (including strict liability in tort) arising out of or related to the ownership, selection, possession, lease, operation, control, use, maintenance, delivery or return of the equipment; ii) incidental, indirect, special or consequential damages (including loss of profits or production), whether suffered by Customer or any third party, no matter the cause; or, iii) any amount in excess of the amount Freedom Flush, LLC receives from Customer as payment under this Agreement.

**DAMAGE TO UNIT:** In agreeing to these terms and conditions, Customer agrees to return to Freedom Flush, LLC all equipment furnished under this Agreement in the same condition as delivered, subject only to normal wear and tear. Customer shall bear all cost and risk of loss and damage to any Units. In the event of damage to a Unit or Units, Customer shall pay the lesser of (a) the cost or repair (labor hours set forth in "Additional Services"), or (b) the cost of replacement. The cost of replacement of a standard Unit is agreed to be \$1,000 (except for ADA accessible units, which are agreed to be \$2,500), which will be billed to and payable by the Customer in the event of loss. No loss or damage to equipment, in whole or in part, shall impair or negate Customer's payment obligations under this Agreement. The following additional fees will be applied for missing/damaged items:

- Missing locks/keys: \$15 per set
- Missing sanitizer dispenser: \$50 per dispenser
- Missing toilet paper rod: \$10 per rod



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**ADDITIONAL SERVICES:** Customer agrees to a labor rate of \$100 per labor hour in the case that Freedom Flush, LLC is required to perform repairs for damaged Units or if additional time is needed outside of Freedom Flush, LLC's control to remedy issues relating to the Units, including, but not limited to waiting for equipment to be moved to service a Unit or any lifting to be performed to service a Unit. If additional services beyond provision of the Unit or repair related to the Unit are requested by Customer, the Parties will agree upon such services and the accompanying rates as set out in the Appendix below.

**PARTIAL INVALIDITY:** If any provision of this Agreement will for any reason be held to be excessively broad as to duration, scope, activity, subject matter or otherwise, the provision will be construed by limiting and reducing it so as to be enforceable to the extent compatible with any applicable laws. If, notwithstanding the foregoing, any provision of this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, then the invalid, illegal or unenforceable provision will be severable and severed from this Agreement and the other provisions of this Agreement will remain in effect and be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

**WAIVER:** Any waiver of any breach or default under this Agreement will only be effective if in writing signed by the party against whom the waiver is sought to be enforced, and no waiver will be implied by indulgence, delay or other act, omission or conduct. Any waiver will only apply to the specific matter waived and only in the specific instance in which it is waived.

**LAWS AND COURTS:** This Agreement will be governed by and construed in accordance with the laws of the State of Virginia and the laws of the United States in force therein without regard to its conflict of law rules. Freedom Flush, LLC and the Customer agree that by executing this Agreement they have consented to the jurisdiction of the federal and state courts of Virginia and the appellate courts therefrom to the jurisdiction of the federal and state courts. In the event of any dispute under this Agreement, the parties expressly agree to attempt to resolve the dispute between the appropriate officers of each party. In the event that the dispute is not resolved within thirty (30) days following submission of the dispute the appropriate officers, then either party may then seek judicial relief.

**WHOLE AGREEMENT:** This Agreement, constitutes the whole agreement between Freedom Flush, LLC and Customer with respect to the subject matters of this Agreement, and supersedes any previous communications, understandings and agreements between Freedom Flush, LLC and Customer regarding the subject matters of this Agreement, whether written or oral. Except as otherwise provided in this Agreement, this Agreement may only be amended by further agreement in writing signed by the parties to this Agreement.

**AUTHORITY:** The signer below represents and warrants that he/she has read the document, understands its contents, and is duly authorized to execute this agreement on behalf of Customer. Furthermore, the individual signing this document understands and agrees that all services rendered to the individual/company for whom he/she is the responsible party are charged directly to him/her and that he/she is personally responsible for payment in the case that Customer is unwilling or unable to render payment. Customer understands that if Freedom Flush LLC's services are suspended or terminated, any and all fees set out herein, or which are required to remedy issues set out herein for services rendered to him/her will be immediately due and payable. This Agreement will be binding upon and will enure to the benefit of Freedom Flush, LLC and Customer, and their respective heirs, executors, administrators, successors and assigns

**CUSTOMER SIGNATURE:**

\_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

#### APPENDIX 1: QUOTATION

Units to be rented:

Term of rental:

Pricing:

Additional Fees and/or Services: