



P.O. Box 3027, Lake Isabella, CA 93240  
(760) 379-2618 - Fax (760) 379-6176

### TOILET RENTAL SERVICE AGREEMENT

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

**Name of Company:** \_\_\_\_\_ **Phone:** ( ) \_\_\_\_\_ **Fax:** ( ) \_\_\_\_\_

**Billing Address:** \_\_\_\_\_

**Physical Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**# Years In Business** \_\_\_\_\_

**Corporation** \_\_\_\_\_ **Sole Proprietorship** \_\_\_\_\_

**Partnership** \_\_\_\_\_ **Other** \_\_\_\_\_

Names of Officers and Principals	Title	SSN or Tax ID #	DOB
_____	_____	_____	_____
_____	_____	_____	_____

**Monthly Maximum Purchases Anticipated:** \_\_\_\_\_

**Type of Business:** \_\_\_\_\_ **Contractor License No.:** \_\_\_\_\_

Bank Name	Acct. No.	Address	City	Phone
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**Trade References: Name, Address & Phone (4 required)**

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

All accounts are due and payable NET 25th day of the month following Date of Invoice. A service charge of 1 - 1/2% per month, which is an annual percentage rate of 18%, will be charged on all past due accounts. In the event TRS shall bring any legal action to collect any amount due from applicant to TRS, applicant shall pay all costs and attorney's fees incurred by Vendor in said action. I/We declare under penalty of perjury that the foregoing information is true and correct.

**Date:** \_\_\_\_\_ **Company:** \_\_\_\_\_

**By:** \_\_\_\_\_

#### GUARANTEE

I/We personally and jointly and severally guarantee payment of all sums due TRS including the cost of all materials purchased by said company and/or delivered to or installed in any real property or improvements thereto, owned by either said parties, and/or services performed for said parties, including attorney fees and costs.

**Date:** \_\_\_\_\_ **\*Signature of Guarantor** \_\_\_\_\_

**Date:** \_\_\_\_\_ **\*Signature of Guarantor** \_\_\_\_\_

*\*AT LEAST (2) TWO PRICIPALS OF COMPANY MUST SIGN ABOVE\**

## RULES AND REGULATIONS

*Initial each statement below:*

- \_\_\_\_\_ Portable toilets are provided for the purpose of handling human waste. Therefore, no refuse, hazardous waste or hazardous material shall be placed in a portable toilet. TRS is not licensed to handle hazardous waste and the facilities where we dispose of sewage will not accept it.
- \_\_\_\_\_ No infectious waste shall be placed in the portable toilet.
- \_\_\_\_\_ Toilets not accessible to the truck on service days will not be serviced and an additional charge will be added for resulting service.
- \_\_\_\_\_ Service is at the option of the renter.
- \_\_\_\_\_ Customer acknowledges that he /she has care, custody and control of equipment owned by TRS and accepts responsibility and liabilities for the use of the equipment and its contents. ***THEREFORE, THE CUSTOMER EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TRS FROM AND AGAINST ANY AND ALL CLAIMS FOR LOSS OF OR DAMAGE TO PROPERTY OR INJURY TO OR DEATH OF PERSON OR PERSONS RESULTING FROM OR ARISING IN ANY MANNER OUT OF CUSTOMER'S USE OF THE EQUIPMENT FURNISHED UNDER THIS AGREEMENT.***
- \_\_\_\_\_ Customer agrees to notify TRS of any damage to equipment as soon as it is observed so that Proper repairs may be made to insure serviceability and safety.
- \_\_\_\_\_ Customer accepts full responsibility for all damages to TRS's property due to fire, theft or vandalism and agrees to pay reasonable costs of repair and/or replacement of the equipment or its components.
- \_\_\_\_\_ TRS will not be responsible for damage done to roadways/driveway surfaces, culverts, etc., due to its equipment traveling on customer property, nor will TRS be responsible for damage done to roads, road surfaces, culverts, etc., on property or easements leading to or from the location at which the service is performed.

## **DAMAGE WAIVER**

TRS offers the following program as an alternative to you, the customer, being responsible for the entire cost of repair or replacement in cases of damage or theft. In the signed rental agreement, you became responsible for all costs due to damage or theft of the portable toilet unit(s) or hand wash unit(s) you rented. If you agree to this damage waiver alternative you will pay an additional \$8.50 per month per unit for standard units and hand wash stations or \$12.00 per month per unit for upgraded, units with trailer or handicapped units. This will reduce your risk to the deductible amount assigned to your rental units.

- This damage waiver applies to damage due to accident, fire, theft or vandalism, twenty-four hours per day seven days per week, no matter who causes the damage.
- To be covered, you, the renter, must report any fire, theft or vandalism to the proper authorities within twenty four hours of occurrence and furnish a copy of the police report to TRS.
- All units at your location or job sight must be covered.
- Deductibles:

Standard Units	\$100.00
Wash Stations	\$100.00
Upgraded Units	\$150.00
Units with Trailer	\$200.00
Handicapped Units	\$250.00

**You do not have to accept this damage waiver.** To decline the damage waiver, fill out and sign the attached form, deduct the damage waiver charge from your bill and mail the attached form along with your payment. If you have any questions regarding this waiver program, please contact our office at 760-379-2618.

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Cut along dotted line

## **DAMAGE WAIVER**

I wish to decline the coverage at this time. I take full responsibility for the unit(s) I/we have rented.

Customer Name \_\_\_\_\_ Acct # \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_