



5300 McDermott Drive Berkeley, IL 60163 * (800)220-7057

RENTAL AGREEMENT

Customers acknowledge that he/she has care, custody, and control of equipment owned by PWI and accept responsibility and liabilities for the use of the equipment and its contents. THE CUSTOMER EXPRESSLY AGREES TO DEFEND INDEMNIFY AND HOLD HARMLESS PWI 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 PWI 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 PWI's property due to fire, theft or vandalism and agrees to pay cost of repair and/or replacement of the equipment or components. PWI will not be responsible for damage done to roadways/driveways, surfaces, culverts etc., due to its equipment traveling on customers property, nor will PWI be responsible for damage due to road surfaces, culverts, etc., on property or easements leading to or from the location at which the service is performed. Customer acknowledges that the company shall not be liable for any damages to pavement, grass, sidewalk, driveways or any other driving surface resulting from its truck servicing an agreed upon area.

All past due amounts under this agreement shall bear interest at the rate of 1.5% per billing cycle (or at the highest rate permitted by law) from the date due until paid. Should a customer's account be referred to a collection agency or an attorney whether "inhouse" or otherwise, the customer shall bear the cost of court and/or attorney's fees. **No refunds will be honored on any unit(s) orders placed within 48 hours from the scheduled delivery date. A refund will be issued if the customer sends a written request to cancel no less than (5) business days prior to the scheduled delivery date of the unit(s). A 25% cancellation fee will be applied.**

PORTABLE TOILET AND/OR HAND WASHING RENTAL (Rental Periods: 1-3 Day Rental, 28 Day Rental, or other)

Portable toilets are provided for the purpose of human waste. Therefore, no refuse, hazardous waste material shall be placed in a portable toilet. There is an additional fee for damage/vandalism. PWI 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 must be placed within 25 feet of where our truck can park legally for delivering and servicing. Toilets not accessible to the truck on their scheduled service days will not be serviced and an additional charge will be added for adding an unscheduled service. Service is at the option of the renter. Payment is net twenty-eight (28) days from the date on the invoice. By submitting our forms of payment that we accept, you accept all of our terms and conditions. Customers will be charged in advance for 28 days of service for a recurring rental or a one-time rental with the most current billing information (Card on File). A winterization fee (\$25) is added on to all long term rentals (October-April).

DUMPSTER RENTAL (Rental Period: 1-14 days, add \$20 after allotted time)

Customers shall be responsible for obtaining all necessary permits and /or documents in regards to placement of Pro waste Inc.'s containers on the street and shall be liable for any and all fines and penalties incurred. If Company's (Pro Waste Inc.) container must be moved due to failure on the customer's part to obtain permits, the customer shall be responsible for any extra expenses incurred by the company. The customer agrees to provide a suitable site for the equipment and shall provide the company with access to the said equipment at all reasonable times during the duration of the work. Notice: Customer shall not overload the containers, nor use them for incineration purposes, and shall be liable to contractor for loss or damages to the container in excess of reasonable wear and tear. In the event an overweight fine is sustained by the contractor as a result of transporting a container overloaded by the customer, the cost of the said overweight fine shall be paid by the customer. By submitting our forms of payment that we accept, you accept all of our terms and conditions. Weight limit varies by size of rental: 20 Yard: 2 Ton; Any weight over the specified weight limit is considered an overage. Customers will be charged for any overage with the most current billing information (Card on File). Anything over the limit is billed at \$81 per ton. Some items incur a surcharge to dispose: Mattress/Box Spring \$50 per unit; Monitors/Television \$75 per unit; Car tires \$40 per unit.

I HAVE READ AND AGREED TO THESE TERMS AND CONDITIONS.

Signature _____ Printed Name _____ Date _____

OFFICE USE ONLY:

RENTAL UNIT:		EVENT/DELIVERY DATE:	
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