

CONTRACT TERMS AND CONDITIONS

Johnny Blue Inc. also trading as Executive Bathrooms Plus LLC will provide customer with portable sanitation facilities delivered to the site address provided above.

All monthly rentals require the first month’s rent due before delivery. If payment is not made in full before due date, delivery will not be made.

All weekend rentals require a 50% deposit to reserve. Final payment is due before due date, if not paid, delivery will not be made.

Johnny Blue Inc. also trading as Executive Bathrooms Plus LLC cannot be held liable for any electrical issues that occur to your equipment. Electric should be as close to the unit as possible, no more than 100 Feet. Generator is available for rent, if needed. Charge is \$150.00 due before delivery.

Customer acknowledges that they are prohibited from moving any unit that may cause disruption in service or damage. If unit needs moved, customer must contact Johnny Blue Inc., DBA as Executive Bathrooms Plus LLC.

Customer agrees to give final placement instructions one week prior to delivery. Level ground required, less than 5 percent grade. Johnny Blue Inc., DBA as Executive Bathrooms Plus LLC will not be responsible for property damage.

Should water need to be stored inside the utility closet, there is an additional charge to fill tank and utilize internal water pump.

All services rendered by Johnny Blue Inc., DBA as Executive Bathrooms Plus LLC will carry the appropriate sales tax. Tax exemption certificate must be provided to remove sales tax from invoice.

Customer acknowledges the Johnny Blue Inc., DBA as Executive Bathrooms Plus LLC will be affected negatively by any cancellation. All deposits are non-refundable. Customer may also incur a restocking fee and cancellation fee, if not cancelled 7 days prior to delivery.

Customer agrees to a \$125.00 biohazardous waste fee for cleanup of restroom trailer if patron leaves behind blood or vomit inside the rental.

NO SMOKING. There is a \$125.00 for smoking inside the unit. Customer agrees to pay any damage to the unit if burn marks, smoke smell or any other damage is done from smoking while in the unit.

Customer agrees that any balance due that is not paid within 15 days of the event is subject to 1.5% late fee, monthly, plus cost of collection, and attorney fees.

Customer agrees to insure the portable sanitation facility against any risk of loss, theft or damage beyond reasonable wear and tear in the amount of their Actual Cash Value.

Customer also agrees to insure Johnny Blue Inc., DBA as Executive Bathrooms Plus LLC against claims for personal injury or property damage arising out of the customers use of the portable sanitation facilities. Customer agrees to name” Johnny Blue Inc., DBA as Executive Bathrooms Plus LLC” as an additional insured on said policies, and customer agrees to indemnify Johnny Blue Inc., DBA as Executive Bathrooms Plus LLC and hold harmless, against any and all claims, actions, judgements, costs and attorney fees arising out of customer use of the portable sanitation facilities, except those that are solely the fault or negligence of Johnny Blue Inc., also DBA as Executive Bathrooms Plus LLC. Please supply a COI to Executive Bathrooms Plus LLC before delivery date.

For Emergencies: If you need to order emergency service during your event, please call 540-550-5133.

This entire agreement is between the customer and Johnny Blue Inc., also trading as Executive Bathrooms Plus LLC, and it may be modified only by a written agreement. The laws of the Commonwealth of Virginia shall apply to the interpretation and enforcement of this agreement, and any action or dispute hereunder shall be brought only in the courts of Virginia.

Unless otherwise agreed in writing, the maximum rental is 5 days.

This proposal contains confidential and/or privileged material. Any review, retransmission, dissemination or other use of this information by person or entities other than the intended recipient is prohibited.

REMIT TO: JOHNNY BLUE INC. 255 LENOIR DRIVE, WINCHESTER VA 22603 or email to: info@johnnyblueinc.com

Customer Signature

Date