

## ***POT-O-GOLD – TERMS AND CONDITIONS***

1. **AGREEMENT.** Subject to the terms and conditions of this Customer Account Agreement (“Agreement”), Pot-O-Gold Rentals, LLC (“Pot-O-Gold”) agrees to furnish Customer, at Customer’s designated location(s), portable restrooms, roll off containers and other waste-related equipment and services, as may be requested by Customer, from time to time, during the term of this Agreement. Equipment and services shall be furnished on account, with Pot-O-Gold extending credit to Customer on a continuing basis for charges not required to be paid in advance. No equipment or service request shall be effective until accepted by Pot-O-Gold.

2. **PRICING.** Equipment and services shall be billed at an agreed upon rate, subject to applicable taxes, fuel surcharges, and costs and/or overages for roll off containers loaded in excess of six (6) tons. Minimum one (1) month rental rate assessed on all portable restrooms, hand wash units, holding tanks and comfort stations. Minimum rental rate of \$2 per day assessed on all roll off containers rented on non-commercial accounts or with no activity for twenty-eight (28) consecutive days on commercial accounts. See Terms and Conditions for additional charges that may apply. Prices subject to change upon fifteen (15) days written notice.

3. **PAYMENT TERMS.** By choosing payment by card or account, Customer authorizes Pot-O-Gold to charge any amounts including sales taxes now due or hereinafter imposed, owed by Customer under this Agreement. In the event of an erroneous charge, Customer authorizes Pot-O-Gold to credit Customer’s account the amount of the charge. This authorization shall remain in full force and effect until Customer notifies Pot-O-Gold in writing and in such time as to afford Pot-O-Gold a reasonable opportunity to act. If invoice billing, payment due in net thirty (30) days.

4. **EQUIPMENT USE AND ACCESS.** Customer warrants that the equipment furnished under this Agreement shall be used in a safe and appropriate manner, in compliance with all federal, state, local and municipal laws, ordinances and regulations. Customer will immediately notify Pot-O-Gold and discontinue use of equipment that is or becomes unsafe or dangerous, in any respect. Customer shall provide unobstructed access to equipment on the day of servicing or removal, or be subject to a \$50 trip charge and delayed service or removal. It is Customer’s sole responsibility to contact Pot-O-Gold to request all equipment relocations and final pick-ups.

5. **PROHIBITED WASTE.** Customer warrants that, unless otherwise agreed under separate written agreement, no controlled, hazardous, toxic, or radioactive wastes or substances, as defined by applicable federal, state or local laws or regulations, will be placed in waste disposal containers. Prohibited wastes include, but are not limited to: paint; tires; batteries; free liquids, sludges, industrial process and pollution control process wastes; residue, contaminated residue and residuals from chemical spills or cleanups; liquids and sludges from septic tanks, food service grease traps and commercial laundries and car washes; biomedical waste; friable asbestos; non-friable asbestos; oil filters, cathode ray tubes, acetylene tanks, and other chemical equipment; and, waste produced from dismantling or demolition of industrial process equipment contaminated with chemicals. Customer agrees to indemnify, defend and hold Pot-O-Gold harmless from any and all claims, suits, damages, penalties, citations, fines, and liabilities for injury or death to persons or damages to property or the environment, arising out of a breach of this warranty or caused by Customer’s waste containing hazardous or other prohibited waste.

6. **RETURN OF EQUIPMENT.** Customer agrees to return all equipment furnished under this Agreement to Pot-O-Gold in the same condition as delivered, subject only to normal wear and tear.

7. **RISK OF LOSS OR DAMAGE.** Customer shall bear the risk of loss and damage to equipment, no matter what the cause. In the event of total loss of a standard portable restroom furnished hereunder, Pot-O-Gold shall be entitled to the stipulated replacement amount of \$675 from Customer. No loss or damage to equipment, in whole or in part, shall impair Customer’s payment obligations under this Agreement.

8. **WARRANTIES.** POT-O-GOLD HEREBY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE AND QUIET ENJOYMENT.

9. **TERM.** This Agreement shall be effective as of the date of Customer’s signature and shall continue in full force and effect until Pot-O-Gold receives written notice of termination from Customer sent by certified or registered

mail, return receipt requested. Said notice shall specify the effective date of termination, which shall be no less than seven (7) days after Pot-O-Gold's receipt of said notice of termination.

10. EFFECT OF TERMINATION. Termination of this Agreement shall in no way release Customer or guarantor from any sum, debt or other obligation, including any duty to defend and/or indemnify Pot-O-Gold, incurred or arising prior to such termination.

11. INVOICE DISPUTES: WAIVER. In the event Customer disputes any amount invoiced hereunder, Customer agrees to provide Pot-O-Gold with written notification of such dispute within twenty (20) calendar days of the disputed invoice date, or else waive such dispute. Even in the event of a timely notice of dispute, Customer agrees to timely pay all undisputed amounts invoiced hereunder.

12. PAST DUE AMOUNTS. All past due amounts under this Agreement shall bear interest at the rate of 1.5% per month (or at the highest rate permitted by law) from the date due until paid. Should Customer's account be referred to a collection agency or an attorney, whether "in-house" or otherwise, Customer shall be responsible for all costs of collection, including court costs, arbitration fees and attorney's fees in an amount not less than 25% of the total past due balance with interest.

13. DEFAULT. If Customer fails to make any payment or perform any obligation under this Agreement or becomes in any way the subject of a bankruptcy proceeding, Pot-O-Gold shall be under no obligation to furnish additional equipment or services to Customer until the default is cured and Pot-O-Gold may, without penalty, legal process or notice of any kind, immediately retake possession of all of its equipment from Customer, regardless of location.

14. ASSIGNMENT. Customer shall not assign this Agreement or any interest in the equipment furnished hereunder.

15. LIMITATION OF LIABILITY. Pot-O-Gold shall not be liable for damage to pavements or other driving surfaces resulting from the weight of vehicles servicing the equipment location designated by Customer, nor for any damages incurred while executing Customer's directions. In no event shall Pot-O-Gold, 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 Pot-O-Gold receives from Customer as payment under this Agreement.

16. INDEMNITY. Customer agrees to defend, indemnify and hold Pot-O-Gold harmless from and against any and all claims, actions, suits, costs, expenses (including attorney's fees), damages and liabilities for injury or death to persons or loss or damage to property, arising out of or related to the equipment or services furnished under this Agreement, including costs, expenses, and attorney's fees incurred by Pot-O-Gold in an action, claim, or suit to enforce or prosecute Customer's obligations under this provision or Agreement.

17. ARBITRATION. EXCEPT AS STATED BELOW, ANY ACTIONS or disputes arising out of or in any way relating to this Agreement or its breach, termination, enforcement, interpretation or validity, including the scope or applicability of this arbitration provision, shall be subject to mandatory and binding arbitration heard by one arbitrator in hammond, Louisiana. the arbitration SHALL BE administered by the American Arbitration Association under its Construction Industry Arbitration Rules and in accordance with ITS procedures for the resolution of disputes through document submission. Each party hereby expressly consents to a documentary hearing for all arbitration claims, with the arbitrator issuing a final and binding award based upon the written briefs, affidavits and relevant documents supplied by the parties. Judgment on the arbitrator's award may be entered in any court having jurisdiction. If the arbitrator finds that any amount is due to pot-o-gold from customer in any arbitration initiated under this clause, pot-o-gold shall be entitled to an award of all costs and fees associated with the arbitration, including arbitrators' fees, administrative fees, out-of-pocket expenses, court costs and attorney's fees. The arbitrator shall have no authority to depart from, modify, or add to the written terms of this Agreement. This arbitration provision shall not apply to any action or claim asserted by Pot-O-Gold seeking defense and/or indemnification under the provisions of this agreement and shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of competent jurisdiction.

18. CHOICE OF LAW; CONSTRUCTION. This Agreement shall be governed by the laws of the State of Louisiana, without application of choice of law principles. This Agreement shall be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the party drafting this Agreement in construing or interpreting its provisions.

19. SEVERABILITY. Any provision of this Agreement, or portion thereof, held to be void or unenforceable under applicable law, shall be deemed stricken and all other provisions, as well as the other portions of the provision at issue shall continue to be valid and binding on the parties.

20. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with regard to its subject matter, superseding all prior negotiations and agreements, and shall not be amended, altered or changed except in writing signed by both parties. The parties agree that a faxed copy of this Agreement, as signed by Customer, shall be binding and enforceable as if an original document.

The undersigned agrees that he or she has read and understands all the terms and conditions of this Agreement, including its arbitration provision, and agrees that they are satisfactory and accepted and that he or she is fully empowered to sign this Agreement on behalf of Customer.