



WASTE WATER, INC.

PO Box 1139, Kingsland, Texas 78639

Phone: (325) 388-4332 or 4044

www.centexww.com

COD:	Y	N
CALL FIRST:	Y	N
TELEPHONE:		
CREDIT CARD:	Y	N

-UNIT RENTAL/SERVICE AGREEMENT/ORDER-

RENTAL/SERVICE REQUEST FOR: _____ (COMPANY/INDIVIDUAL)

BILLING ADDRESS: _____

PHYSICAL ADDRESS: _____

CONTACT: _____ PHONE: _____ Email: _____
REG _____ HDCP _____ HT _____ WS _____ SPECIAL _____

QTY.: _____ TAX CODE: _____ RATE: \$ _____ X _____ SUBTOTAL: \$ _____ * TAX: \$ _____ TOTAL: \$ _____
(INCLUDES \$ _____ FUEL SURCHARGE PER UNIT PER INVOICE) DELIVERY FEE: \$ _____ N/A

FOR: _____ DESIRED DATE: _____ P-UP DATE: _____ PO#: _____ JOB: _____

SITE ADDRESS: _____ CITY: _____

COMBO. /CODE: # _____ DIRECTIONS: _____

*BIA MEMBER DISCOUNT: YES / NO

TAX EXEMPT: YES/ NO _____

PRORATED AT TIME OF DELIVERY: \$ _____ + TAX = \$ _____ FOR: _____

(INCL. FS)

OFFICE USE ONLY

ORDER DATE: _____ DATE DELIVERED: _____ BY: _____ COLOR: _____ DATE INVOICED: _____ MEMORIZED / Y N

NEW CUSTOMER: YES/NO REFERRED BY: _____ NEW ACCT. FORM COMPLETED: N/A CREDIT CARD AUTH FORM RECVD: EMAILED 4/13/10

DATE ROUTED: _____ ROUTE# _____ INITIALS: _____ P-UP SHEET DONE: _____ BY: _____

SERVICE AGREEMENT

THIS INVOICE CONSTITUTES A LEGALLY BINDING CONTRACT WHERE CEN-TEX WASTE WATER, INC AGREES TO PROVIDE AND CUSTOMER AGREES TO ACCEPT SERVICES AND EQUIPMENT AT RATES LISTED ABOVE SUBJECT TO TERMS AND CONDITIONS SPECIFIED ON REVERSE OF THIS WORK ORDER. A LIEN MAY BE PLACED ON THE PROPERTY UNIT WAS PLACED IF BALANCE DUE IS NOT RECEIVED WITHIN TEN (10) DAYS FOLLOWING UNIT PICK-UP AND/OR IF UNIT WAS PICKED UP DUE TO NON-PAYMENT. FURTHERMORE, CUSTOMER AGREES THAT CEN-TEX WASTE WATER, INC EQUIPMENT SHALL NOT BE USED FOR DISPOSAL OF ANY HAZARDOUS WASTE AS DEFINED BY CURRENT EPA, TCEQ, OSHA OR KMUD (KINGSLAND MUNICIPAL UTILITY DISTRICT) GUIDELINES.

X _____ ** _____ DATE SIGNED _____ CEN-TEX AUTHORIZED SIGNATURE

**PLEASE SIGN AND RETURN THE TOP (WHITE) COPY WITH YOUR PAYMENT IN ORDER FOR SERVICING TO BEGIN. THANKS! ©

Rev.3/31/15



AGREEMENT FOR RENTAL AND/OR SERVICE

OF
PORTABLE SANITATION FACILITIES

1) LESSOR'S OBLIGATIONS

Lessor shall:

- A)** Supply units and supply the service frequency agreed. Delivery dates are approximate. Lessor shall have no liability for failure of delay in delivery or failure to notify lessee on any delay or non-delivery. Lessor is not responsible for lessee's failure to designate unit placement (i.e. flagged) at delivery. If unit is set in the wrong area because lessee failed to designate placement area and the lessor is asked to return, the lessee will be charged a fee by the lessor that will range from \$40-\$100 (or at the current rate) to return and move the unit. This will be done at the lessor's earliest convenience.
- B)** Provide other additional units and service as requested at current prevailing rates.
- C)** Maintain units in good working order under ordinary use. Lessor shall not be responsible for failure to render such maintenance due to causes beyond reasonable control of lessor.
- D)** If units are being serviced by lessor, lessee agrees that units will be serviced on scheduled days unless otherwise agreed in writing by lessor and that the cost of such unscheduled services shall be paid by lessee as an addition to the rental cost of the units and will be determined by the current prevailing rates for such service. Lessee agrees that rental and service rates may be increased by lessor from time to time and lessee agrees to pay such increased rates as shown on invoices/billings.

2) LESSEE'S OBLIGATIONS

Lessee shall:

- A)** Pay to lessor the sum due as stated on the invoice/billing statement. Lessee will be billed one month plus any fraction thereof in advance. All amounts due and payable 10 days from invoice date, unless otherwise stated on invoice/billing statement. Billing is a 28 day cycle.
- B)** Retain absolute and sole control, possession and custody of units and not to remove them from location designated on the front side hereof. If relocated, lessee agrees to pay lessor a moving charge at prevailing rates.
- C)** At lessee's sole expense, make units available and accessible for servicing and maintenance at ground level during normal business hours, without hazard to lessor, its agent, employees or equipment and permit lessor to locate servicing equipment no more than 25 feet from unit. If lessor is unable to service unit due to lessee's failure to make them accessible, lessor is not responsible for damages that accrue therefore lessee agrees to pay for service calls made necessary by such failure. Lessee represents that it has authority to permit lessor to enter upon property upon which unit is located to permit lessor to service, repair, remove or otherwise act in regard to a unit and agrees to hold lessor harmless from lessors entry upon such real property for these purposes. Lessee acknowledges that health standards require (1) unit for each (10) men on the site.
- D)** Notify the lessors office of any desired cancellation of sanitation service or use of sanitation units at least (5) working days prior to such cancellation. Failure to provide such cancellation will result in a pro-rated amount charged to account to fulfill the (5) day requirement. Lessee is responsible for the equipment until it is in the property of the lessor, or until the completion of the (5) day notice, whichever comes first.
- E)** Notify lessor immediately and discontinue use of a unit if it becomes unsafe, unsanitary or in disrepair for any reason.

3) LESSEE AGREES TO INSPECT THE UNITS WITHIN 24 HOURS AFTER THE DELIVERY OF THE SAME.

- A)** Unless lessee shall, within said period of time, give notice to lessor specifying any defect in or other proper objection to a unit, lessee agrees that it shall be conclusively presumed, as between lessor and lessee, that lessee has fully inspected the units and acknowledges that that the equipment is in good condition and repair and that lessee is satisfied and has accepted the equipment.

4) DURATION

- A)** The service contract is for the rental month only. No pro-rated adjustments are made for partial month use. Unless otherwise agreed upon in writing, the minimum rental period is (4) weeks. This provision does not apply to rental of units without service.

5) DAMAGED OR LOST UNITS: INDEMNITY

- A)** Lessee agrees to provide necessary inspection and upkeep of units during term hereof and assumes and shall bear entire risk of loss and damage to units from any and every cause whatsoever. No loss or damage to units or any part thereof shall impair any obligation of lessee under this agreement, and it shall continue in full force and effect. In the event of loss or damage of any kind whatsoever to a unit including damage due to weather, at the option of lessor, the lessee shall, (1) pay lessor, in cash, to cause repairs to be made or serviced (2) if a unit is determined to be stolen, lost or destroyed beyond reasonable repair, pay lessor the money necessary to replace the unit. Once such payment has been made, this agreement shall terminate in respect to such unit upon return of unit to lessor.
- B)** Lessor and lessee agree that lessee shall not be responsible to repair a unit for ordinary wear and tear, but agree that "graffiti" and/or any markings of any nature upon or within a unit is not reasonable wear and tear and is damage for which lessee is responsible as is weather damage such as storms tipping a unit on its side.
- C)** Lessee agrees to immediately notify lessor of any damage to a unit, once such damage has occurred, lessee hereby assumes the obligation and liability to others for any and all damage and injury which may be caused to others by virtue of such unit and/or the damage thereto. Lessee's obligation shall terminate once lessor has removed or otherwise taken control over such unit.
- D)** Lessee shall indemnify and defend lessor against and hold lessor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorneys fee's which is related to damages, destruction of units or bodily injury, and are caused or claimed to be caused in whole or in part by the units, or in any part thereof by the liability or conduct of lessor.

6) DEFAULT

- A)** If lessee fails to pay rent or any amount herein provided, or fails to observe or keep any other provision of this agreement, lessee shall be in default and lessor shall have the right to do any one or more of the following, (1) take possession of any and all units, without notice to lessee, wherever located, and lessee shall not prohibit such action in anyway, (2) to declare all balances on such unit(s) due immediately and without delay, (3) to sue for all rents or unpaid balances, with any and all court costs and attorneys fees paid for by the lessee.
- B)** Notwithstanding any of the foregoing, lessee shall be and remain liable of all performance of its obligations under this agreement and all remedies of lessor are cumulative and may be exercised concurrently or separately.

7) NON-WAIVER

- A)** No provision of this contract shall be waived, except by written consent of lessor. Failure of lessor to enforce any provision shall not be deemed as a waiver of the provision. Acceptance of the returned units shall not waive any claims by lessor against the lessee.

8) ASSIGNMENT

- A)** Lessee shall not assign, pledge, transfer this agreement, any unit or part thereof, or any interest therein, nor sublet or lend a unit or a part thereof.

9) SEVERABILITY

- A)** The provisions of this agreement shall be severable so that the invalidity or unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

10) LIMITATIONS OF WARRANTIES

- A)** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, LESSOR MAKES NO WARRANTIES AND LESSOR SHALL NOT BY VIRTUE OF RENTING UNITS OR PROVIDING SERVICE BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS, DESIGN OR CONDITION THEREOF AS OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP.

11) MISCELLANEOUS PROVISIONS

- A)** This agreement shall be governed in all respects by the laws of the State of Texas.
- B)** This agreement constitutes the entire agreement between lessor and lessee and shall not be amended, altered or changed except by written agreement signed by lessor and lessee.