

## ATS Portable Toilets

2655 N. Old Glenn Hwy.

Palmer, Alaska 99645

Phone: 907-746-6563; FAX: 907-746-6215

EMAIL: [atsportables@gmail.com](mailto:atsportables@gmail.com)

### TERMS OF SERVICE

- 1. PHYSICAL CONDITION OF EQUIPMENT.** Customer acknowledges that upon accepting delivery of the Equipment, Customer examined it, saw it in operation (if applicable), and are aware of its condition(s) and that the Equipment is in good working order. It is Customer's responsibility to return the Equipment to ATS in the same condition received, except for ordinary wear-and-tear.
- 2. USE OF EQUIPMENT.** Customer agrees that it is satisfied with the instructions given by ATS in the proper and safe manner of using the Equipment. Customer further agrees that the Equipment will be used only at the address designated and only for the purpose for which the Equipment was manufactured and intended. Subleasing or improper use is prohibited.
- 3. RESPONSIBILITY FOR USE AND DISCLAIMER OF WARRANTIES.** Customer is responsible for the use of the Equipment. Customer assumes all risks inherent in the operation and use of the Equipment and agree to assume the entire responsibility for the defense of, and to pay, indemnify and hold ATS harmless from, and hereby release ATS from any and all claims for damage to property or bodily injury (including death) resulting from the use, operation or possession of the Equipment, whether or not it be claimed or found that such damage or injury resulted in whole or in part from ATS negligence, from the defective condition of the Equipment or from any cause. *CUSTOMER AGREES THAT NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE HAVE BEEN MADE IN CONNECTION WITH THE EQUIPMENT RENTED.*
- 4. RESPONSIBILITY FOR EQUIPMENT.** From the time the Equipment is rented out until it is returned, Customer is responsible for it. If the Equipment is lost, stolen or damaged under any circumstances while rented, regardless of fault, Customer shall be responsible for all charges, including labor costs, to replace or repair the Equipment. Failure to return rented Equipment under the terms of this agreement may subject the Customer to criminal prosecution.
- 5. EQUIPMENT FAILURE.** Customer agrees to immediately discontinue use of the Equipment should it at any time become unsafe or in a state of disrepair, and will immediately (one hour or less) notify ATS of the facts. ATS agrees in its discretion to make the Equipment operable within a reasonable time, or provide you with like replacement Equipment, or adjust the rental charges. This provision does not relieve you from the obligations imposed by other paragraphs including 4 and 6, herein. In all events, ATS shall not be responsible for any injury or damage, including consequential damage, resulting from failure or defect of rented Equipment.

TERMS OF SERVICE

ATS Portable Toilets LLC

Page 1 of 2

6. **RETURN OF EQUIPMENT.** The Equipment is ATS's property and is rented to Customer subject to this agreement. If Customer fails to return Equipment, to enforce its property ownership of the Equipment and to protect its interest under this agreement, ATS may retake the Equipment at any time. To do so, ATS or its representatives may enter Customer's property and Customer hereby waives any right of action against ATS for such entry and retaking. In addition, Customer acknowledges that the failure to return rented Equipment within the contracted time and the sale or concealment of rented Equipment are prohibited, and that such action may constitute a crime. ATS, in addition to any other action taken, may notify the authorities and take other action, including, but not limited to, the filing of a mechanic of similar lien(s) and/or criminal complaints, subjecting Customer to prosecution.
7. **CHARGES AND PAYMENTS.** Customer is responsible for rental charges from the time the Equipment is delivered until it is returned, and other charges hereunder. Customer and your representative, agent or principal shall be responsible for and shall pay ATS all charges hereunder. All charges are due upon return of the Equipment and on demand. If rental charges are not paid within ten (10) days of their due date, ATS, at its discretion, may recalculate all charges on a daily rental rate basis.
8. **COLLECTION COSTS.** Customer agrees to pay attorney fees, collection fees, filing fees, recording fees, court costs and any other expenses incurred in collecting any charges under this agreement, in retaking the rented Equipment or otherwise in enforcing the terms of this agreement.
9. **MODIFICATION OF AGREEMENT.** These pages represent the entire agreement, and there are no collateral, oral, or other agreements outstanding. None of ATS's rights may be changed and no extension of the term of this agreement may be made except in writing signed by ATS and made part of this agreement.