



Don's Johns, Inc. • 42630 John Mosby Highway • Chantilly, VA 20152  
 703-273-7100 • Fax 703-991-3002 • www.donsjohns.com  
*Our People Make the Difference*



**Customer:** \_\_\_\_\_

**Site #:** All active & future sites

### Don's Johns, Inc., Operational Terms

1. This agreement will cover all portable sanitation facilities and services for \_\_\_\_\_, hereinafter referred to as Customer; for a term of \_\_\_\_\_ to \_\_\_\_\_. Customer agrees to use Don's Johns, Inc., hereinafter referred to as Seller; exclusively for all portable sanitation facilities and services in Northern Virginia, Maryland and District of Columbia. Customer has been provided favorable pricing based on this with continued held pricing for the above stated term, with a five percent (5%) increase at the completion of term.
2. The price quoted is firm only if an executed copy of this agreement is received by Seller, at Seller's office within thirty (30) days of the date of this agreement. It is agreed that this agreement shall incorporated into and shall become a part of any further or additional agreement made for this Customer. Seller shall have no obligation to perform until adequate credit and funding information is provided.
3. Seller will provide Customer with portable sanitation facilities delivered to the Customers site addresses. Customer agrees to give final placement instructions a minimum of forty-eight (48) hours prior to date of delivery.
4. Customer shall make a careful inspection of the portable sanitation facilities at the time of delivery. Customer's failure to give written notice of any type of claim within ten (10) days of delivery shall constitute and unqualified acceptance of the portable sanitation facilities and waiver of all claims with respect thereto. Seller will not be liable for damages and back charges will not be accepted, without prior notification, an opportunity to view or repair, replace or otherwise cure, and approval by Seller.
5. There will be a fifteen (\$15) dollar delivery fee. No pro-rate adjustments are made for partial month use. The customer agrees to notify seller in writing of any cancellation at least twenty (20) working days prior to such cancellation.
6. Customer agrees that from time to time there may be additional reasonable and customary charges depending on site conditions and market conditions. This is to include a temporary fuel surcharge currently at 6% resulting from grossly increased fuel costs. The customer agrees to pay such charges.
7. Customer agrees to keep the portable sanitation facilities clear and accessible for the service truck at all times. Service is subject to accessibility and weather.
8. Customer agrees not to sell, rent, lease or otherwise give up possession of the portable sanitation facilities.
9. Customer agrees that any balance due to Seller that is not paid within thirty (30) days of the date of the invoice will be subject to interest at the rate of one and a half (1.5%) percent per month, plus all costs of collection, including reasonable attorney's fees. If Customer consists of more than one person or entity, each person or entity comprising Customer agrees to be individually, jointly and severally responsible for all performance and payment by Customer.
10. Seller may stop the supply of the portable sanitation facilities and service when it, in its sole discretion, determines that Customer is in breach of this agreement or any other contract, or Seller has insecurity with respect to Customer's creditworthiness, until payment is made and any dispute or insecurity has been resolved.
11. The customer agrees not to cause the portable sanitation facilities listed herein, to be removed from this site addresses without specific written permission or consent of Seller.
12. Customer agrees to insure the portable sanitation facilities against any and all risk of loss, theft or damage beyond reasonable wear and tear in the amount of their full replacement value. Customer also agrees to insure Seller against claims for personal injury or property damage arising out of Customer's use of the portable sanitation facilities. Customer agrees to name Seller as additional insured on said policies, and Customer agrees to indemnify Seller, and hold it harmless, against any and all claims, actions, judgments, costs and attorneys fees arising out of Customer's use of the portable sanitation facilities, except those that are solely the fault or negligence of Seller.
13. This is the entire agreement between the parties, and it may be modified only by their 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.
14. In accordance of *The Uniform Commercial Code, Section 2-508.1 and Section 2-508.2*; Customer may not terminate agreement for cause without having first given Seller written notice of any problem and an opportunity to cure it. If Seller cures and such deficiency or problem within five (5) business days of its receipt of written notice, then such deficiency or problem shall not be a basis for customer to terminate agreement.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Don's Johns, Inc., Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

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Date

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Date