

Dear Valued Customer,

Thank you for choosing **PBS SERVICES INC.** Our motto is **“There is a difference”** and we think you will soon agree. We believe in giving the customer exceptional service at a fair price. Included is a copy of your service agreement. Please take a brief moment to read over your agreement, sign and return this information by fax or mail. PBS offers several services including **Portable Restrooms**, **Roll-Off Dumpsters and Storage Containers**. If you should have any questions about any of our services, please give me a call. If you are pleased with our services, please refer us to others. If you have any concerns please let us know so we can resolve them.

Please help us provide better service:

- 1) Remind workers not to block the restroom or roll-off box. We need two car spaces to properly service restrooms and at least 100 ft. of straight line space to load or unload roll-offs. Our trucks weigh over 20,000 pounds and it's hard to leave the street without the risk of getting stuck or making a mess. Please keep this in mind for specific placements during wet conditions.
- 2) Portable restrooms are designed for 8-10 people maximum for a 40-hour work-week. Once above this limit, sanitary conditions decrease and complaints increase, especially during warm weather. Please remind fellow contractors to provide their own restroom.
- 3) Please do not load the dumpster above the sides. Please do not load the dumpster with dirt, chert, rock or excess concrete. These dumpsters are designed for normal construction debris. There will be an excess tonnage charge for any weight over 3 tons on 15 yard dumpsters and 6 tons on the 30 yard dumpsters.
- 4) Please do not move the dumpsters. Damage or personal injury can result. If you need a dumpster moved, please give us a call.

Thanks for your help and we look forward to serving you. Our office hours are Monday – Friday, from 7:30 am to 5:00 pm.

Sincerely,

Michael Bevis

“There Is A Difference”

150 Pioneer Drive • Killen, AL 35645

Florence 757-9900 • Huntsville 721-8727 • Decatur 350-5550 • Fax (256) 757-2708

CREDIT APPLICATION

PBS SERVICES, INC./PBS RENTALS, INC.

150 Pioneer Dr. Killen, AL 35645

Florence 256.757.9900 Decatur 350.5550 Huntsville 721.8727 Fax 757.2708

Company Name: _____ DBA (if different): _____
Contacts: _____ Accounts Payable: _____

Billing Address: _____
Physical Address: _____
Phone: Office _____ Home _____ Mobile _____ Pager _____

If paying by credit card complete this section only:

Name on Credit Card _____ Master Card/Visa _____
Credit Card Number _____ Expiration _____ 3 digit V code _____

I hereby authorize PBS to bill my credit card monthly for services render under the terms of this agreement and the service agreement. Signed _____

If requesting credit please complete the following:

Federal Tax ID or Social Security Number: _____

Type of work: _____ Date Business Established: _____ # of Employees _____

Corporation State incorporated _____ Partnership Sole Proprietorship

Name of partners _____

Have you ever had credit with us before? Yes No If yes under what name _____

Have you ever filed bankruptcy personally or as the owner or partner of a business? Yes No

If yes Company Name _____ Year filed _____

Trade References

Company Name _____ Phone _____ Contact _____

Company Name _____ Phone _____ Contact _____

Company Name _____ Phone _____ Contact _____

Bank References

Bank Name _____ Acct. Number _____ Phone _____ Contact _____

Bank Name _____ Acct. Number _____ Phone _____ Contact _____

I represent that the above information is true and is given to induce PBS to extend credit to the applicant. My company and I authorize PBS to make such credit investigation as PBS see fit, including contacting the above trade references and bank references and obtaining credit reports. My company and I authorize all trade references, bank and credit agencies to disclose to PBS any and all information concerning the financial and credit history of my company and myself.

As consideration for the advancement of credit, we the undersigned, individual, jointly and severally agree as follows to the General Financial Terms and Conditions and Personal Guarantee

- 1.) PBS terms are net 10 from the billing date and consider late after the 30th day.
- 2.) A late charge will be added at a periodic rate of 1 1/2% per month (annual rate 18%) after 30 days.
- 3.) Services shall be suspended on all accounts past due. No services will be performed until the total balance is paid.
- 4.) Accounts consistently past due may become COD accounts.
- 5.) Personal Guarantee: If the credit customer is a corporation, then those signing the application, whether signing as an officer or not, personally guarantee payment for all item purchased on credit by the corporation and be responsible for all sums, balances, and accounts due seller including interest, collection charges and attorneys fees. Seller shall be entitled to look to Guarantors immediately for full payment without prior demand or notice.
- 6.) Customer shall pay all reasonable attorney fees, collection fees, cost of collection, late fee and all other costs incurred by company in such connection with collection.

I have read the financials terms and conditions stated above and agree to all of those terms and to the personal guarantee.

Printed Name: _____

Date: _____

Authorized Signature: _____

Title: _____

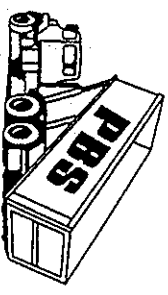
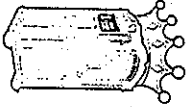
TERMS AND CONDITIONS

- 1 **WASTE MATERIAL:** Construction and demolition waste material to be collected and disposed by PBS. Pursuant to this Agreement is construction and demolition waste generated by Customer and is not to include radioactive, volatile, explosive, toxic or hazardous materials ("Excluded Material") The term "hazardous" or "toxic" by the Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976 as amended and applicable state law. Waste shall exclude paints, chemicals, fuel, Oil, Freon, refrigerator, HVACs systems, TV's, computer screens, or any waste not approved by the landfill. House hold garbage (such as food) must not be placed in dumpster unless prior approval has been received. PBS shall acquire title to the solid waste when such waste is loaded in the trucks of PBS. Title to and liability for any waste excluded above shall remain with the Customer and the Customer expressly agrees to defend indemnify and hold harmless PBS from and against any and all damages, penalties, fines and liabilities (including reasonable attorney fees) resulting from or arising out of the transportation, storage or disposal of such excluded waste. Any changes in operations or reclassification of materials which result in the Customer generating recyclable materials. PBS will have the first right of refusal to haul such materials."
- 2 **HOLD HARMLESS:** Customer shall be responsible for the safekeeping of any service equipment furnished by PBS and any Rental Equipment leased by the Customer hereunder. Customer shall indemnify and hold the Company harmless from and against any and all claims, demands, suits, or judgments arising out of or resulting from the Customer's use, operation, or possession of the service equipment and any Rental Equipment. **CUSTOMER AGREES THAT ITS PAVEMENT OR ROADWAYS ARE TO BE TRAFFICKED BY VEHICLES NECESSARY FOR COMPANY TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT AND FURTHER AGREES TO THE WEIGHT OF COMPANY VEHICLES.**
- 3 **DISPOSAL INDEMNITY:** If damages, penalties, fines, or civil liabilities to third parties result from Customer's delivery to the Company of materials not conforming to appropriate material, the Customer shall indemnify, reimburse and hold harmless the Company for the same.
- 4 **EQUIPMENT:** The service equipment provided by the PBS for the Customer's benefit and any rental equipment leased hereunder to Customer shall remain at all times the property of the PBS and also be returned to the Company in good condition upon termination of this agreement. Customer agrees to reimburse and indemnify the PBS for any damage or loss to such equipment regardless of cause or fault. However, any such loss or damages shall not include that caused by ordinary wear and tear. Unless otherwise stated, 15 yd. (30 yd) roll off price is based on hauling 3 (6) tons of debris. Unless otherwise stated the price is based on rental of 30 days. A daily rental charge of \$3.00 will occur after 30 days of inactivity on dumpsters. PBS reserves the right to pick up its equipment after the initial prepayment terms are met on equipment, if prior arrangement and payment are not made by COD customers. PBS reserves the right to pick up its equipment at any time when the customer has a past due balance of 30 days.
- 5 **PAYMENTS & REMEDIES:** Customer shall pay PBS on a monthly basis net 10 for the services and/or equipment furnished by PBS in accordance with the charges and rates provided herein. A late charge will be added at a periodic rate of 1 1/2% per month (APR 18%) after 30 days on the previous balance. Customer shall pay all reasonable attorneys fees, collection fees, cost of collection, late fees and all other costs incurred by company in such connection with collection.
- 6 **BINDING EFFECT:** By accepting service provided this agreement shall be binding on the parties their heirs, successors and assigns. This agreement may not be assigned by Customer without the prior written consent of Company. Such consent shall not be unreasonably withheld. Modification is only by mutual written consent of both parties.
- 7 **ACCESS:** Customer agrees at all times to keep the Property in a location where it can be serviced in all kinds of weather and at all times to keep the area around the Property clear for at least 20 feet. Customer will be notified and charged for any additional collection service or attempts to provide such service.
- 8 **WEIGHT:** Customer shall not load 15 yd. roll-off containers in excess of 8,000 pounds or 30 yard roll off in excess of 16,000 pounds Customer shall be responsible for removing any excess material in weight or stacking above top portion of dumpsters. Customer shall pay PBS for extra trips or waiting time caused by such overloading. If Customer refuses to remove such material. Customer shall reimburse PBS any reasonable expenses incurred + 25% for removing excess material. Any weight citations caused by overloading will be charged back to the Customer.
- 9 **ADJUSTMENTS:** PBS may increase its prices with a 48 hour notice to customer based upon increased costs to contractor for landfill dumping charges, government fees for landfill dumping charges, government fees and/or taxes, fuel and other disposal cost incurred by PBS in providing service to customer herein customer is also responsible for any extra charges associated with additional service or equipment that shall arise on behalf of the customer above normal services.

The undersigned individual signing this agreement on behalf of Customer acknowledges that he or she has read and understands the terms and conditions of this agreement on behalf of Customer. The individual signing acknowledges that he or she has the authority to sign for and represents the customer.

DATE: _____ CUSTOMER OR COMPANY NAME: _____

NAME: (Signature) _____ NAME: (Print) _____



*** IMPORTANT NOTICE ***

OPTIONAL RENTAL INSURANCE/DAMAGE WAIVER

Due to the increased number of instances involving both on the job damage and after hour damage of our portable restrooms, holding tanks, and other equipment, PBS is now offering optional rental insurance. You may have recently noticed in the media a growing number of toilets being burned, stolen or destroyed. Since January of this year PBS has lost 10 units to this type of vandalism. This number doesn't include intentional damage incurred on the jobsite by workers like cutting holes, breaking parts etc... We are not the only company affected by this problem; other toilet companies across the area and country have experienced similar losses.

In the past customers were fully responsible for this loss at a cost of \$650.00 per unit for a standard unit. Unfortunately, this amount is generally less than your insurance deductible and customers have had to pay out of pocket cost to cover this damage. After receiving feedback from our customers and searching for a solution to this growing problem optional rental insurance seems to be the best solution. If you choose to participate in this optional insurance program you will be covered against vandalism or damage caused by anyone 24 hours a day 7 days a week.

Insurance for standard units, sinks, and holding tanks is \$1.50 per week per unit. The replacement unit cost is \$650.00.

**** For a complete listing of Handi-Cap units, VIP units, and other parts costs please contact our office.**

If you choose not to accept the rental insurance simply sign the damage waiver form below and fax or mail it back too us with this payment. Once we receive your damage waiver we will credit your account for the insurance cost and you will not be billed for insurance again.

If you choose to accept the rental insurance you do nothing, just pay the insurance payment and you are fully covered.

If you accept, the only requirement is that a police report be made by you and sent to us within 7 days of the damage or theft. PBS reserves the right to refuse damage insurance and or continued service for any location that we determine to be at high risk for repeated damage, fire or theft.

NO- I decline the optional rental insurance on all existing and future jobs. I understand that by declining, I accept full responsibility for any and all damages or theft of equipment rented from PBS.

Company Name _____ Representative Name Print _____
Address _____ Signature _____
City _____ State _____ Zip _____ Date _____

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