



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 many other services.** You may visit our website at www.pbsos.com for more information about our products and services. If you should have any questions about any of our services, please give us 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 workweek. 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 or more than 1/3 with heavy materials. Please do not load the dumpster with dirt, chirt, rock or excess concrete. Please make sure the door is closed and latched. There will be an excess tonnage charge for any weight over 3 tons on 15 yard dumpsters and 5 tons on the 30 yard dumpsters. We can provide you with a clean fill demo box. Please call our office for more information.
- 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 a.m. to 5:00 p.m. You may also email orders to workorder@pbsos.com .

Sincerely,

Michael Bevis
Max Barnett

"There is a Difference"

150 Pioneer Drive • Killen, AL 35645
Florence 757.9900 • Huntsville 721.8727 • Decatur 350-5550 • Athens 233-1368
Fax 256.757.2708 • www.PBSOS.com

PBS SERVICES, INC 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 an amended and applicable state law. **Waste shall exclude paints, chemicals, fuel, oil, Freon, refrigerator, HVAC systems, TV's, computer screens, or any waste not approved by the landfill.** Household 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. 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 WEIGH OF COMPANY VEHICLES. PBS WILL NOT BE RESPONSIBLE FOR DRIVE WAYS, SIDE WALKS OR UNDERGROUND FIXTURES IT MUST CROSS TO SERVICE EQUIPMENT.** CUSTOMER WILL NOTIFY PBS AND MARK ANY UNDERGROUND FIXTURES.
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 PS 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. (30yd.) roll-off price is based on hauling 3 (5) tons of debris. Unless otherwise stated the price is based on rental of 30 days. A daily rental charge of \$4.00 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 attorney fees, collection fees, cost of collection, late fees and all other costs incurred by company in such connection will 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/TRIP CHARGES:** Customer agrees at all times to keep the equipment 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. **PBS will charge a minimum trip charge of \$95 for moves or extra trip charges.**
8. **WEIGHT: Customer shall not load 15 yd. roll-off containers in excess of 8,000 pounds or 30 yd 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 \$95 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: _____ NAME: _____
(Signature) (Print)

*****IMPORTANT NOTICE*****

**OPTIONAL RENTAL INSURANCE/DAMAGE WAIVER
PORTABLE RESTROOMS**

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. Every year PBS loses approximately 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 Handicap 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 to 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 amount 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 _____ Representative Name _____
(Signature)

City _____ State _____ Zip _____ Date _____

REQUEST FOR CREDIT

PBS SERVICES, INC./PBS RENTALS, INC

150 Pioneer Drive, Killen, AL 35645

Florence 256-757-9900 Decatur 256-350-5550 Huntsville 256-721-8727 Athens 256-233-1368

Fax 256-757-2708 www.pbsos.com email info@pbsos.com

Company Name: _____ DBA(if different) _____

Contact Name: _____ Accounts Payable Contact: _____

Billing Address: _____

Physical Address: _____

Phone: Office _____ Email: _____ Cell: _____ FAX: _____

Federal Tax ID or Social Security Number _____ Date Business Established _____

of Employees _____ Field of Work _____ Incorporated _____ Sole Proprietorship _____ LLC _____

Name of Partners _____ Have you or your partners filed Bankruptcy Before _____ Year _____

Have you ever had an account with PBS? _____ If so under what name _____

TRADE REFERENCES

Company Name _____ Phone _____ Contact _____

Company Name _____ Phone _____ Contact _____

Company Name _____ Phone _____ Contact _____

Company Name _____ Phone _____ Contact _____

BANK REFERENCES

Bank Name _____ Phone _____ Contact _____

I represent that the above information is true and given to induce PBS to extend credit to the applicant. My company and I authorize PBS to make such credit investigation as PBS sees 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 myself and my company.

As consideration for the advancement of credit, we the undersigned, individually, 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 shall be performed until the total balance is paid. Accounts that have past due balances may become COD accounts.
- 4.) Personal Guarantee: Signature below is also a personal guarantee for all items or services purchased on credit, this includes all sums, balances, interest, attorney's fees and court cost. PBS shall be entitled to look to Guarantors immediately, including bonding companies, property owners on past due balances immediately without prior demand or notice.
- 5.) Customer shall pay all reasonable attorney fees, collection fees, late fees and all other cost incurred by any entity in connection with collection.

I have read and understand the terms and conditions above and agree to those terms and the personal guarantee.

Printed Name _____ Signed _____ Date _____

***If attaching company credit references you may sign this form and return with your credit reference sheet.**

PBS Credit Card Authorization Form

PLEASE PRINT OUT AND COMPLETE THIS AUTHORIZATION AND RETURN TO US.
All information will remain confidential.

Cardholder Name: _____

Billing Address: _____

Credit Card Type: _____ Visa _____ Mastercard _____ AmEx

Credit Card Number: _____ (Last 4 Only, Call 256-757-9900 with remaining information)

Amount to Charge: \$ _____ (USD)

I authorize PBS to charge the agreed amount listed above to my credit card listed above. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement. If for dumpsters I agree to pay this amount each time the dumpster is dumped and authorize PBS to charge my card each time. I understand that my credit card may be charged for any excess tonnage charges on dumpsters at \$30 per ton. If for portable toilets I authorized PBS to charge my account monthly for the recurring portable restroom charge. If my account gets established for open billing and my account becomes past due I authorize PBS to charge my credit card for any past due amounts owed. If you wish to stop automatic credit card charges please contact us by fax or email in writing.

Cardholder – Print Name, Sign and Date Below:

Signed: _____

Date: _____

Name: _____