

Cortez Sanitation Terms & Conditions

1. Acceptance. Customer shall be deemed to have accepted these terms and conditions upon acknowledgment, signature, acceptance of delivered equipment, or other conduct indicating acceptance. Customer hereby acknowledges and agrees that these Terms and Conditions shall apply to all sites and all orders placed by the Customer at any time. These terms and conditions shall supersede any inconsistent terms contained in any purchase order or Customer documents.

2. Cortez Sanitation Obligations:

- 1. Cortez Sanitation shall supply sanitation equipment as listed and stated in the quotation, at the rates specified therein.
- 2. Cortez Sanitation shall supply such additional equipment and service on customer's request as available, at customary rates. Cortez Sanitation shall determine scheduling depending on availability and demand. Such scheduling is subject to change.
- 3. Cortez Sanitation shall maintain equipment in good working order for ordinary use, but is not responsible for failure to render such maintenance due to causes beyond its reasonable control.

3. Customer's Obligations:

- a. Pay rent for the entire rental period on each article of equipment identified on the list of equipment on the quotation. In the event Cortez Sanitation has obtained from customer a security deposit, such will be returned to customer on receipt of the rented equipment, provided customer has complied with all terms and conditions herein.
- b. Retain absolute and sole control, possession and custody of equipment and return such equipment to Cortez Sanitation at end of stated period.
- c. Acknowledge that Cortez Sanitation has no control over use of the equipment by the customer. Customer should make no use of the equipment for other than sanitation purposes and shall see to it that the equipment is not subjected to careless or unusually or rough usage. During the rental period, customer shall, at its own expense, maintain the equipment in good repair and operative condition, and return it in such condition, ordinary wear and tear resulting from proper use of the equipment excepted.
- d. Comply, at its own expense, with all applicable local, state and federal statutes, ordinances, rules, regulations and guidelines, and pay any license fees, assessments, and sales, use, property and excise, and other taxes imposed by

any public entity relating to customer's use or possession of the equipment.

4. Location of Equipment. Customer shall exercise reasonable care and due diligence in selecting the location(s) designated for equipment and to ensure its availability and accessibility for servicing or maintenance at ground level without hazard to Cortez Sanitation, its agents, or the equipment. Customer is responsible for any damage that may result from location of the equipment, including loss or damage resulting from customer's failure to make the equipment available and accessible for servicing. At a minimum, this shall include the cost of additional service attributable to customer's placement of the equipment.

5. Inspection of Equipment. Customer acknowledges it has the right to inspect the equipment before use for the purpose of determining it suitable for its needs and in good condition. Unless customer has promptly on delivery of leased equipment given written notice to Cortez Sanitation of any claimed defect in or other proper objection to the equipment, it shall be conclusively presumed, as between Cortez Sanitation and customer, that customer has fully inspected and acknowledged that the equipment is in full compliance with the terms of this agreement, in good condition and repair, and that customer is satisfied with and has accepted the equipment in such good condition and repair. In the event customer gives written notice of a claimed defect, Cortez Sanitation shall have the right on the giving of reasonable notice to enter the premises on which the equipment has been placed for the purpose of inspecting the equipment claimed to be in any way defective.

6. Loss or Damage to Equipment. While the equipment is in customer's possession or under its control, customer shall bear the risk of loss or damage beyond reasonable wear and tear and shall bear the cost to repair, whether the work necessary to repair is performed by us or by outside vendors. Equipment damaged beyond repair will be invoiced at replacement cost. Customer is encouraged to obtain appropriate equipment, material, or installation insurance against such risk of loss and, together with its insurers, agrees to waive any right to subrogation against Cortez Sanitation for such loss.

7. Warranty Disclaimer. Cortez Sanitation, being neither the manufacturer, supplier, nor dealer in the equipment, makes no warranties, express or implied, as to the condition of the equipment, its merchantability, its design, its capacity, its performance, its material, its workmanship, its fitness for any particular purpose, or that it will meet the requirements of any laws, rules, specifications, or contracts which provide for specific apparatus or special methods. We further disclaim liability for loss, damage, or injury to customer or third parties as a result of any defects, latent or otherwise, in the equipment. Cortez Sanitation leases the equipment "as is".

8. Ownership. Cortez Sanitation shall at all times retain ownership of and title to the equipment. Customer shall give us immediate notice in the event any individual or entity attempts to levy on or seize

rented equipment to satisfy any obligation existing between customer and such individual or entity and shall indemnify Cortez Sanitation against all loss or damage caused by such action(s).

9. Default. Customer shall pay to Cortez Sanitation a finance charge of 10% per year, or such other rate as is the maximum allowable under applicable law, on any delinquent payment from the date such payment was due until paid and on any other sum for breach of this agreement, from the date of the breach. Additionally, should customer fail to make any payment specified in any of the contractual documents, including quotations and purchase orders, or perform any other obligation described in this agreement, Cortez Sanitation may, to the extent allowable by law, (a) terminate the lease as to any or all items of equipment; (b) declare the entire amount of rent hereunder immediately due and payable as to any or all items of the equipment, without notice or demand to customer; (c) sue for and recover all rents and other payments then accrued or thereafter accruing, with respect to any or all items of the equipment; (d) take possession of any or all items of the equipment without demand, notice, or legal process, wherever they may be located. Any taking of possession shall not constitute a termination of this lease unless Cortez Sanitation so notifies customer in writing; and, (e) pursue any other remedy at law or in equity. These remedies are cumulative and may be exercised concurrently or separately.

10. Assignment or subletting. Customer shall neither assign nor sublease any equipment rented under this agreement without Cortez Sanitation's written consent.

11. Indemnification. Customer shall defend, indemnify and hold harmless Cortez Sanitation from any claims of third parties for loss, injury or damage to their persons or property arising out of customer's possession, use, maintenance or return of the equipment, including legal costs incurred in defense of such claims.

12. No Waiver; Severability. No failure or delay on Cortez Sanitation's part to exercise any right or remedy herein shall operate as a waiver, nor shall Cortez Sanitation exercise of any right or remedy herein preclude any other or further exercise of any other right or remedy. If any term or provision of this lease is found invalid, it shall not affect the validity or enforcement of any remaining terms and provisions of this lease.

13. Attorney Fees. In any action or proceeding between Cortez Sanitation and customer arising out of this agreement, the prevailing party shall be entitled to an award of all costs incurred therein, including reasonable attorney's fees, expert witness fees, and other expenses.

14. Entire Agreement. These terms and conditions, together with the written quotation, comprise the entire agreement between Cortez Sanitation and customer and may not be amended or modified except by way of a written agreement signed by Cortez Sanitation and customer.

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CUSTOMER

CORTEZ SANITATION

Dated: _____ By: _____

Dated: _____ By: _____