

AMENDMENT NO. 1

UNITED SITE SERVICES OF CALIFORNIA, INC.
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES, is made and entered this ____ day of _____ 2025, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and UNITED SITE SERVICES OF CALIFORNIA, INC., a California Corporation (hereinafter "CONTRACTOR").

W I T N E S S E T H:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services on November 6, 2024 ("Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and
2. WHEREAS, CITY desires to amend the term of the Agreement through August 31, 2026; and
3. WHEREAS, CITY requests to amend the contract and increase the funds by an amount not to exceed \$60,000, for a total not to exceed amount of \$126,826, as set forth in Exhibit 2, attached hereto and made part hereof; and
4. WHEREAS, CONTRACTOR agrees to said amendments.

NOW, THEREFORE, the parties agree to amend the Agreement as set forth above. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on the date and year first above written.

CITY OF LODI, a municipal corporation
hereinabove called "CITY"

UNITED SITE SERVICES, INC., a California
Corporation, hereinabove called
"CONTRACTOR"

Christina Jaromay
Acting City Manager

SEAN MCDOWELL
Director of Contracts

Attest:

Approved as to Form:

OLIVIA NASHED
City Clerk

KATIE O. LUCCHESI
City Attorney

(Signature) For Katie Lucchesi

AGREEMENT FOR PROFESSIONAL SERVICES**ARTICLE 1
PARTIES AND PURPOSE****Section 1.1 Parties**

THIS AGREEMENT is entered into on November 6, 2024, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and UNITED SITE SERVICES OF CALIFORNIA, INC., a California corporation (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for services to be performed as follows: to provide labor, materials, and rental equipment, such as portable toilet, hand wash stations, and other similar rental stations used for public hygiene and convenience at various park facilities and for City of Lodi sponsored public events (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

**ARTICLE 2
SCOPE OF SERVICES****Section 2.1 Scope of Services**

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time for Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames.

The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on JUNE 1, 2024 and terminates upon the completion of the Scope of Services or on AUGUST 31, 2025, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

At its option, City may extend the terms of this Agreement for an additional one (1) year extension(s); provided, City gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed two (2) year(s).

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information

requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4 **MISCELLANEOUS PROVISIONS**

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations

required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Christina Jaromay

To CONTRACTOR: United Site Services of California, Inc.
 P.O. Box 53267
 Phoenix, AZ 85072-3267
 Attn: Sean McDowell

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the

prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any

liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

Section 4.22 Counterparts and Electronic Signatures

This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

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IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

ATTEST:


OLIVIA NASHED
City Clerk

CITY OF LODI, a municipal corporation


SCOTT R. CARNEY
City Manager

APPROVED AS TO FORM:

UNITED SITE SERVICES OF CALIFORNIA,
INC., a California corporation

By: 
KATIE O. LUCCHESI
City Attorney

By: 
Sean McDowell (Oct 29, 2024 15:43 EDT)
Name: SEAN MCDOWELL
Title: Director of Contracts

Attachments:

Exhibit A/B – Scope of Services & Fee Proposal

Exhibit C – Insurance Requirements

Exhibit – Federal Transit Funding Conditions (if applicable)

Funding Source: 20072202.72499
(Business Unit & Account No.)

Doc ID:

CA: Rev.07.2024-VS (CA Formatted)

EXHIBIT A

Scope of Services:

Work to be performed shall be to provide labor, materials, and rental equipment, such as portable toilet, hand wash stations, and other similar rental stations used for public hygiene and convenience at various park facilities and for City of Lodi sponsored public events.

Rental of portable toilet and hand wash station: equipment shall be, in compliance with proposed maintenance, placed in a convenient accessible location on level ground; holding tank will be evacuated and interior debris removed; holding tank will be refilled with deodorizer, interior walls, toilet seat, urinal, exterior of holding tank, paper dispenser and floor will be sprayed with disinfectant, cleaned and dried when serviced; when ordered, hand sanitizer or hand wash station will be replenished and restocked; toilet paper dispenser will be restocked with two rolls; technician will inspect each unit for graffiti, minor damage or repairs and report them to parks division staff.

1

Account #: ACT-00154239
Quote #: Q-1035650
Contract #:
Expiration Date: 07-24-24

Quote

Date: 06-24-24

Customer: CITY OF LODI

Document

1035650

Delivery Address:

1101 W TURNER RD
LODI, CA 95242

Requested By:

TRACEY ROLETT
209-269-4880
troletto@lodi.gov

USS Contact:

Mark Rudd
Inside Sales Rep-Terr
(775) 332-1834
mark.rudd@unitedsiteservicesinc.com
United Site Services of California, Inc.

Item	Unit	Unit Price	Qty	Charge Type	Total Charge	Tax
Restroom Bundle Configuration						
Estimated Delivery 07-01-24 Pickup 06-30-25						
Standard Restroom	EA	\$43.00	6	Recurring	\$258.00	Y
1 Service 3 Days per Week	EA	\$299.00	6	Recurring	\$1794.00	N
Restroom Bundle Configuration						
Estimated Delivery 07-01-24 Pickup 06-30-25						
1 Service 3 Days per Week	EA	\$399.00	6	Recurring	\$2394.00	N
ADA Restroom	EA	\$81.00	6	Recurring	\$486.00	Y
Hand Cleaning Bundle Configuration						
Estimated Delivery 07-01-24 Pickup 06-30-25						

1 Service 3 Days per Week	EA	\$399.00	4	Recurring	\$1596.00	N
2 Station Hand Wash Sink	EA	\$43.00	4	Recurring	\$172.00	Y

Other One-Time Charges

Item	Charge Type	Total Charge	Tax
Delivery and Pickup	One-Time	\$670.00	Y

Subtotal Recurring	\$6,700.00
Tax Recurring	\$75.58
Total Recurring	\$6,775.58

Subtotal One-Time	\$670.00
Tax One-Time	\$9.90
Total One-Time	\$679.90

Grand Total	\$7,455.48
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Event Notes:

- 50% deposit for all orders placed more than six (6) weeks prior to delivery date;
- Full payment for all orders placed within six (6) weeks of the delivery date;
- Full payment for all orders 30 days prior to the delivery date;
- All orders not paid in full 30 days prior to delivery date will be subject to loss of their reservation
- If Customer fails to pay in full and cancels the order the 50% deposit will be forfeited; and
- All COD payments via check or cash at the time of delivery must be secured by a credit card
- The customer may cancel this order, reduce quantities, revise specifications or extend schedules only by mutual agreement and agrees to pay proper cancellation charges which take into account expenses already incurred and commitments made by the Company:

Canceled Before Event % of Deposit Returned

- 120 days - 75%
- 90 days - 50%
- 60 days - 50%
- 30 days - None

TO PLACE AN ORDER CALL 1.800.TOILETS

1. **Acceptance.** Customer shall be deemed to have accepted these terms and conditions ("Agreement") upon the earliest of: (i) two business days after receipt of a Company invoice; (ii) delivery of Equipment including, among others, portable restrooms, trailers, fencing, roll-off dumpster, portable storage containers, and/or temporary power equipment (collectively or individually, the "Equipment") to the Customer's designated site (the "Site") and use or acceptance thereof; (iii) acknowledgment or other conduct of Customer (including payment against any invoice); or (iv) the Customer's performance of any services Customer has requested. This Agreement supersedes any inconsistent terms of any purchase order or other Customer documents. All agreements are subject to approval by Company.

2. **Payment Terms.** Customer shall pay all charges due to Company during the term (the "Period") shown on the relevant invoice. If credit is approved by Company, invoices are due and payable 10 days from the date on the invoice. If credit is not approved by Company prior to performance, invoices are due and payable by credit card payment before Company will begin performance of the Services. The fees charged by Company apply to the full Period and shall not be prorated (i.e., charges for less than a full Period shall not be prorated). Customer shall be liable to Company for all collection expenses (including reasonable attorneys' fees), and interest at the rate of 1.5% per month, or such lesser rate as may be the maximum lawful rate, on all overdue accounts. Customer shall pay all additional charges for services separately requested or made necessary by Customer's breach of this Agreement, including moving/relocation charges, special service charges, and special delivery and removal charges. For payments by check, Customer authorizes Company to use information from Customer's check to make a one-time electronic fund transfer from Customer's account or to process this transaction as a check. Customer shall pay all taxes, including sales tax, license fees and permit fees arising out of the use of the Equipment. Customer shall pay such taxes whether such taxes are shown on the relevant quotation or invoice or whether such taxes are later claimed by a governmental authority. In the event of a claim by a governmental agency for taxes related to the Equipment, Customer shall pay to Company such taxes on demand.

3. **Service.** Company offers servicing as an option on all portable restrooms. If Customer orders servicing, Company will remove any domestic septic waste ("DSW") from portable restrooms on the service day(s) scheduled by Company. If Company is unable to service the Equipment as scheduled due to a holiday, inclement weather, site restrictions, site inaccessibility or other circumstances, Company shall service the Equipment on the next available business day subject to Company's other service commitments. Customer shall provide Company timely, sufficient, and unobstructed access to Equipment, including extended hours or after business hours access, as necessary to perform Services. The pricing of this Agreement is based upon easy access to Site, firm and level ground and a dry location. Company will not remove any waste other than DSW from portable restrooms.

4. **Damage Waiver.** Pricing attached herein, shall include the benefit of the Company damage waiver program that covers all Damage occurred through any acts of God or accidental structural damage to all portable restrooms, hand washing stations and holding tanks. EXCEPT (i) Customer shall be liable for theft or disappearance of any Equipment and for any losses or damage resulting from any willful or negligent acts or omissions of Customer or any of its agents, contractors, or employees; and (ii) Customer shall exercise all rights available under its insurance required by Section 9 hereof, and Customer shall take all actions necessary to process and pursue all insurance claims. Customer shall pay Company the actual cost of repair or replacement of the Equipment. The Customer shall not be responsible to Company for any minor wear and tear under normal utilization and/or any damage caused by Company. Customer shall promptly notify Company of any loss or damage to the Equipment and shall provide Company with copies of all reports relating to same, including police reports, informal investigation reports, and insurance reports. **This Damage Waiver does not apply to portable restrooms, hand washing stations and holding tanks contaminated with Hazardous Materials while in the Customer's possession.** When Company performs at the Customer's direction, Company is not liable for damage caused to the equipment or damage caused to delivery location or truck access path, except to the extent caused by Company's sole negligence or willful misconduct.

5. **Equipment Responsibility.** Company will deliver the Equipment to the Site at the location selected by Customer at the Period's commencement. Customer warrants and represents it is solely responsible for and has exercised due diligence and care in selecting a safe location at the Site for placement of any Equipment, and further agrees to direct and supervise the Equipment's placement. Title to all Equipment remains with Company. Customer shall not modify or move the Equipment from or within the Site absent Company's written consent. If Customer moves the Equipment from or within the Site without Company's written consent, Customer immediately assumes all responsibility and liability for all losses and costs incurred by Company. Customer warrants and represents it is familiar with the safe and proper use of the Equipment. Customer shall not sell, rent, lease or otherwise lose possession of the Equipment, nor shall Customer permit any lien to be placed on the Equipment. Customer acknowledges that Company has no control over the use of the Equipment by Customer, and Customer agrees to comply, at Customer's sole expense, with all applicable governmental and quasi-governmental laws and guidelines, including ANSI Standard Z4.3 and PASIPAS's published requirements in its "Guide for Clean Portable Sanitation", if applicable. Customer further agrees to (i) obtain and comply with all applicable governmental and quasi-governmental licenses, permits, registrations, permissions, and other approvals ("Permits") applicable to the Equipment (including, but not limited to, Permits allowing the delivery and placement of the Equipment at the Site), and (ii) comply with all applicable Permits held by Company applicable to the Equipment.

6. **Equipment and Service Selection.** Customer represents and warrants that it has chosen the type of Equipment, the number of Equipment units, the type of Service and the frequency of Service based on the exercise of its own due diligence and care in assessing its own needs and is not relying on any information provided by Company in making any such choices.

7. **Equipment Contamination.** Customer represents and warrants that any waste material to be collected in the Equipment or disposed of by Company does not include any radioactive, volatile, biohazardous (excluding noninfectious DSW), flammable, explosive, special waste, or hazardous materials (including but not limited to asbestos, petroleum, paints and any substance identified by a governmental agency as being hazardous or toxic) or their equivalent (collectively, "Hazardous Materials"). At all times, Customer shall hold all title to and liability for all waste material. Company will not remove tires, Hazardous Materials, or appliances from dumpsters (collectively, "Prohibited Waste"). Customer will be responsible for all removal, cleanup, remediation, fines, penalties and other costs arising from or relating to the presence of Prohibited Waste attributable to Customer's possession of the Equipment. Customer will be responsible for all removal, cleanup, remediation, fines, penalties, and other costs arising from or relating to the presence of Prohibited Waste attributable to Customer's possession of the Equipment. Customer will be responsible for all fines or penalties on overweight containers. Mattresses or other bulky items found in dumpsters may result in additional fees. If Prohibited Waste is found in or around the Equipment, Customer shall arrange and pay for separate removal, disposal and remediation of such waste and Equipment. Customer may not terminate the Period and shall be responsible for all accrued charges until such Prohibited Waste is removed and the Equipment is remediated.

8. **Liability & Indemnification.** Except to the extent Customer is not liable under the Damage Waiver program described in Section 4, Customer agrees to defend, indemnify and hold harmless Company to the maximum extent permitted by law against and for all claims, lawsuits, damages, expenses, penalties, fines, and other losses arising out of any of (a) the rental, delivery, condition, possession, maintenance, use or operation of Equipment delivered to or rented by Customer, including but not limited to any claims that might be brought against only Company by an employee of Customer, (b) waste material collected in the Equipment or disposed of by Company, or

(c) any damage to underground pipes, sewers, wires, conduits or utilities resulting from Customer's failure to comply with Section 14. Customer's indemnity and defense obligations apply to the maximum extent permitted by law to all injuries, damages and losses regardless of whether same are caused, or are alleged to have been caused, in whole or in part by Company's, Customer's, or a third party's acts or omissions, except that Customer will have no obligation to indemnify or defend Company to the extent the injury, damage, or loss was actually caused by Company's sole negligence or willful misconduct. Customer expressly agrees and will cause its insurer to accept a tender by Company to Customer of any claim arising out of the rental, delivery, condition, possession, maintenance, use or operation of the Equipment. Company, its officers, directors and agents shall not, under any circumstances, be liable to Customer for consequential, incidental, special, exemplary or punitive damages arising out of or relating to the Equipment. Customer's exclusive remedy for any claims or causes of action arising out of or related to the Equipment shall be recovery of direct damages in an amount not to exceed the amount paid by Customer for use of the Equipment.

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, ALL EQUIPMENT IS PROVIDED TO CUSTOMER "AS IS," "WHERE IS," AND "WITH ALL FAULTS," AND THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. **Assumption of Risk; Insurance.** Customer assumes all risk and liability for injury (including death to any person or property and for all other risks and liabilities arising from the rental, delivery, condition, possession, maintenance, use or operation of the Equipment. Customer agrees, at its own expense and at all times during the term of the Agreement, to maintain Commercial General Liability ("CGL") insurance with limits of not less than \$1,000,000 per occurrence for sums that an insured must pay as damages because of bodily injury or property damage arising out of the condition, possession, maintenance, use, operation, erection, dismantling, servicing or transportation of the Equipment. Customer and its agents will cooperate with Company and Customer's insurers in any claim or suit arising therefrom and will do nothing to impair or invalidate the applicable insurance coverage. In addition, Customer agrees, at its own expense and at all times during the term of the Agreement, to maintain Property Insurance in an amount adequate to cover any damage to, or loss of, the Equipment. Customer's Property Insurance must cover non-owned Equipment while in Customer's care, custody and control. Customer agrees to add Company as an Additional Insured and Loss Payee on all insurance required by the Agreement. Customer's CGL insurance must be primary and non-contributory with any insurance maintained by Company and must include a waiver of subrogation in favor of Company. The amount, terms and conditions of the insurance maintained by Customer must be reasonably acceptable to Company. Customer agrees to abide by all terms and conditions of all such insurance. Customer agrees to provide Company with Certificates of Insurance ("COI") evidencing the insurance required by the Agreement. Company's acceptance of Customer's COI will not be deemed a waiver or modification of Customer's insurance, indemnity, or any other obligations under the Agreement. The provisions of this Section 9 are in addition to, and do not limit, qualify, or waive any obligations of Customer under this Agreement, including but not limited to Customer's obligations under Section 8 above. Customer's fulfillment of its insurance obligations does not limit Customer's liability under Section 8 above. The provisions of Section 8 above does not limit or qualify the provisions of this Section 9 or the scope of insurance coverage provided to Company as an Additional Insured or Loss Payee.

10. **Termination.** Company may terminate this Agreement and immediately remove the Equipment if (i) Customer fails to pay any amount when due, (ii) Customer breaches the Agreement, (iii) there is a loss of or damage to the Equipment, (iv) a lien is placed, or is proposed to be placed, on any Equipment, (v) a proceeding in bankruptcy or for other protection from creditors is commenced by or against Customer, or (vi) Company's convenience. Company shall not be responsible for losses due to removal of Customer's Equipment pursuant to this paragraph.

11. **Governing Law; Non-Waiver; Amendments.** This Agreement is governed by the laws of the state where the Site is located, without giving effect to principles of conflicts of laws. Each party submits to the jurisdiction of any state or federal court sitting in such state in any action or proceeding arising out of or relating to this Agreement. No failure by Company to exercise any right hereunder shall operate as a waiver of any other right hereunder, and a waiver of any right on one occasion shall not constitute a waiver of any such right on any future occasion. All modifications to this Agreement must be in a writing signed by both parties.

12. **Errors & Omissions.** Company reserves the right to correct any erroneous information that may appear in an invoice including, without limitation, Customer's name or address, or billing amounts.

13. **Fencing.** For fence rental and installation, any new fence orders are subject to a minimum install fee and will be listed on the face of this agreement. If the fence is required for an additional length of time beyond the initial term listed on the face of this agreement, a residual (rental) fee will apply to all fence and related products on site. This residual percentage amount will appear on your agreement and will be invoiced each billing cycle until the fence is removed. All partial deliveries and removals are subject to a minimum trip charge as outlined in the agreement. Customer does not engage in or sign project labor agreements (PLA). Customer will, however, provide fence to our customers for self-installation in these instances. Customer is responsible to provide the current project wage rates to Company, and company reserves the right to correct invoices at any time, should adjustments be required to account for any wage determinations or wage rates. Customer shall establish all property line stakes and grade stakes. Unless otherwise agreed, fences shall follow ground lines-level. Prior to install, Customer shall provide Company with the location and character of any underground pipes, sewers, wires, conduits, obstructions, conditions, or restrictions which may interfere with or be damaged at install or thereafter. Customer shall notify any and all underground service entities in advance of install. Customer shall cooperate fully in Company's installation by (a) clearing a sufficient working area of all obstructions and removable hazards, including clearing all trees and brush for six feet on either side of fence location, (b) surveying, grading, locating, and staking fence line and identifying/verifying all property and utility lines, (c) notifying and safeguarding Company of all potential hazards, and (d) coordinating Company's work with all others on the Site. Company may extend install deadlines and Customer shall pay for any expenses resulting from Customer's compliance with these terms. Customer is responsible for all relocation/re-installation costs. Customer shall inspect and accept the fence within twenty-four (24) hours of installation.

14. **Conditional Payments.** Any payment that Customer sends Company for less than the full balance due that is marked "paid in full" or contains a similar notation, or contains a similar notation, or that Customer otherwise tenders in full satisfaction of a disputed amount, must be sent to the address listed in Section 16. Company reserves all rights regarding these payments (e.g., Company may accept the check and Customer will still owe any remaining balance). Company may refuse to accept any such payment by returning it to Customer, not cashing it or destroying it.

15. **Price Adjustments:** Company reserves the right to impose a price increase at any time with or without notice to Customer. Company retains the right to impose an Energy and Compliance Fee to invoices at Company's discretion.

16. **Notices.** Any required notice shall be in writing delivered to United Site Services, Inc. 118 Flanders Road, Suite 1000, Westborough, MA 01581 Attn: (Legal Department). Any notice given pursuant to this contract shall be considered duly given when received by the representatives of the parties hereto. For information about our privacy practices, go to <https://www.unitedsiteservices.com/privacy-policy>



Account #: ACT-00154239
Quote #: Q-1035670
Contract #:
Expiration Date: 07-24-24

Quote

Date: 06-24-24

Customer: CITY OF LODI

Document #
1035670

Delivery Address:

14226 LOWER SACRAMENTO RD
LODI, CA 95240

Requested By:

TRACEY ROLETT
209-269-4880
troletto@lodi.gov

USS Contact:

Mark Rudd
Inside Sales Rep-Terr
(775) 332-1834
mark.rudd@unitedsiteservicesinc.com
United Site Services of California, Inc.

Item	Unit	Unit Price	Qty	Charge Type	Total Charge	Tax
Restroom Bundle Configuration Estimated Delivery 07-01-24 Pickup 06-30-25						
1 Service 2 Days per Week	EA	\$199.00	1	Recurring	\$199.00	N
Standard Restroom	EA	\$43.00	1	Recurring	\$43.00	Y
Restroom Bundle Configuration Estimated Delivery 07-01-24 Pickup 06-30-25						
1 Service 2 Days per Week	EA	\$299.00	1	Recurring	\$299.00	N
ADA Restroom	EA	\$81.00	1	Recurring	\$81.00	Y
Hand Cleaning Bundle Configuration Estimated Delivery 07-01-24 Pickup 06-30-25						

1 Service 2 Days per Week	EA	\$299.00	1	Recurring	\$299.00	N
2 Station Hand Wash Sink	EA	\$43.00	1	Recurring	\$43.00	Y

Other One-Time Charges

Item	Charge Type	Total Charge	Tax
Delivery and Pickup	One-Time	\$206.00	Y

Subtotal Recurring	\$964.00
Tax Recurring	\$13.16
Total Recurring	\$977.16

Subtotal One-Time	\$206.00
Tax One-Time	\$4.10
Total One-Time	\$210.10

Grand Total	\$1,187.26
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Event Notes:

- 50% deposit for all orders placed more than six (6) weeks prior to delivery date;
- Full payment for all orders placed within six (6) weeks of the delivery date;
- Full payment for all orders 30 days prior to the delivery date;
- All orders not paid in full 30 days prior to delivery date will be subject to loss of their reservation
- If Customer fails to pay in full and cancels the order the 50% deposit will be forfeited; and
- All COD payments via check or cash at the time of delivery must be secured by a credit card
- The customer may cancel this order, reduce quantities, revise specifications or extend schedules only by mutual agreement and agrees to pay proper cancellation charges which take into account expenses already incurred and commitments made by the Company:

Canceled Before Event % of Deposit Returned

- 120 days - 75%
- 90 days - 50%
- 60 days - 50%
- 30 days - None

TO PLACE AN ORDER CALL 1.800.TOILETS

1. Acceptance. Customer shall be deemed to have accepted these terms and conditions ("Agreement") upon the earliest of: (i) two business days after receipt of a Company invoice; (ii) delivery of Equipment including, among others, portable restrooms, trailers, fencing, roll-off dumpster, portable storage containers, and/or temporary power equipment (collectively or individually, the "Equipment") to the Customer's designated site (the "Site") and use or acceptance thereof; (iii) acknowledgment or other conduct of Customer (including payment against any invoice); or (iv) Company's performance of any services Customer has requested. This Agreement supersedes any inconsistent terms of any purchase order or other Customer documents. All agreements are subject to approval by Company.

2. Payment Terms. Customer shall pay all charges due to Company during the term (the "Period") shown on the relevant invoice. If credit is approved by Company, invoices are due and payable 10 days from the date on the invoice. If credit is not approved by Company prior to performance, invoices are due and payable by credit card payment before Company will begin performance of the Services. The fees charged by Company apply to the full Period and shall not be prorated (i.e., charges for less than a full Period shall not be prorated). Customer shall be liable to Company for all collection expenses (including reasonable attorneys' fees), and interest at the rate of 1.5% per month, or such lesser rate as may be the maximum lawful rate, on all overdue accounts. Customer shall pay all additional charges for services separately requested or made necessary by Customer's breach of this Agreement, including moving/relocation charges, special service charges, and special delivery and removal charges. For payments by check, Customer authorizes Company to use information from Customer's check to make a one-time electronic fund transfer from Customer's account or to process this transaction as a check. Customer shall pay all taxes, including sales tax, license fees and permit fees arising out of the use of the Equipment. Customer shall pay such taxes whether such taxes are shown on the relevant quotation or invoice or whether such taxes are later claimed by a governmental authority. In the event of a claim by a governmental agency for taxes related to the Equipment, Customer shall pay to Company such taxes on demand.

3. Service. Company offers servicing as an option on all portable restrooms. If Customer orders servicing, Company will remove any domestic septic waste ("DSW") from portable restrooms on the service day(s) scheduled by Company. If Company is unable to service the Equipment as scheduled due to a holiday, inclement weather, site restrictions, site inaccessibility or other circumstances, Company shall service the Equipment on the next available business day subject to Company's other service commitments. Customer shall provide Company timely, sufficient, and unobstructed access to Equipment, including extended hours or after business hours access, as necessary to perform Services. The pricing of this Agreement is based upon easy access to Site, firm and level ground and a dry location. Company will not remove any waste other than DSW from portable restrooms.

4. Damage Waiver. Pricing attachment included herein, shall include the benefit of the Company damage waiver program that covers all Damage occurred through any acts of God, or accidental structural damage to all portable restrooms, hand washing stations and holding tanks. EXCEPT (i) Customer shall be liable for theft or disappearance of any Equipment and for any losses or damages resulting from any willful or negligent acts or omissions of Customer or any of its agents, contractors, or employees; and (ii) Customer shall exercise all rights available under its insurance required by Section 9 hereof, and Customer shall take all actions necessary to process and pursue all insurance claims. Customer shall pay Company the actual cost of repair or replacement of the Equipment. The Customer shall not be responsible to Company for any minor wear and tear under normal utilization and/or any damage caused by Company. Customer shall promptly notify Company of any loss or damage to the Equipment and shall provide Company with copies of all reports relating to same, including police reports, informal investigation reports, and insurance reports. This Damage Waiver does not apply to portable restrooms, hand washing stations and holding tanks contaminated with Hazardous Materials while in the Customer's possession. When Company performs at the Customer's direction, Company is not liable for damage caused to the equipment or damage caused to delivery location or truck access path, except to the extent caused by Company's sole negligence or willful misconduct.

5. Equipment Responsibility. Company will deliver the Equipment to the Site at the location selected by Customer at the Period's commencement. Customer warrants and represents it is solely responsible for and has exercised due diligence and care in selecting a safe location at the Site for placement of any Equipment, and further agrees to direct and supervise the Equipment's placement. Title to all Equipment remains with Company. Customer shall not modify or move the Equipment from or within the Site absent Company's written consent. If Customer moves the Equipment from or within the Site without Company's written consent, Customer immediately assumes all responsibility and liability for all losses and costs incurred by Company. Customer warrants and represents it is familiar with the safe and proper use of the Equipment. Customer shall not sell, rent, lease or otherwise lose possession of the Equipment, nor shall Customer permit any lien to be placed on the Equipment. Customer acknowledges that Company has no control over the use of the Equipment by Customer, and Customer agrees to comply, at Customer's sole expense, with all applicable governmental and quasi-governmental laws and guidelines, including ANSI Standard Z4.3 and PASIPASI's published requirements in its "Guide for Clean Portable Sanitation", if applicable. Customer further agrees to (i) obtain and comply with all applicable governmental and quasi-governmental licenses, permits, registrations, permissions, and other approvals ("Permits") applicable to the Equipment (including, but not limited to, Permits allowing the delivery and placement of the Equipment at the Site); and (ii) comply with all applicable Permits held by Company applicable to the Equipment.

6. Equipment and Service Selection. Customer represents and warrants that it has chosen the type of Equipment, the number of Equipment units, the type of Service and the frequency of Service based on the exercise of its own due diligence and care in assessing its own needs and is not relying on any information provided by Company in making any such choices.

7. Equipment Contamination. Customer represents and warrants that any waste material to be collected in the Equipment or disposed of by Company does not include any radioactive, volatile, biohazardous (excluding noninfectious DSW), flammable, explosive, special waste, or hazardous materials (including but not limited to asbestos, petroleum, paints and any substance identified by a governmental agency as being hazardous or toxic) or their equivalent (collectively, "Hazardous Materials"). At all times, Customer shall hold all title to and liability for all waste material. Company will not remove tires, Hazardous Materials, or appliances from dumpsters (collectively, "Prohibited Waste"). Customer will be responsible for all removal, cleanup, remediation, fines, penalties and other costs arising from or relating to the presence of Prohibited Waste attributable to Customer's possession of the Equipment. Customer will be responsible for all removal, cleanup, remediation, fines, penalties, and other costs arising from or relating to the presence of Prohibited Waste attributable to Customer's possession of the Equipment. Customer will be responsible for all fines or penalties on overweight containers. Mattresses or other bulky items found in dumpsters may result in additional fees. If Prohibited Waste is found in or around the Equipment, Customer shall arrange and pay for separate removal, disposal and remediation of such waste and Equipment. Customer may not terminate the Period and shall be responsible for all accrued charges until such Prohibited Waste is removed and the Equipment is remediated.

8. Liability & Indemnification. Except to the extent Customer is not liable under the Damage Waiver program described in Section 4, Customer agrees to defend, indemnify and hold harmless Company to the maximum extent permitted by law against and for all claims, lawsuits, damages, expenses, penalties, fines, and other losses arising out of any of (a) the rental, delivery, condition, possession, maintenance, use or operation of Equipment delivered to or rented by Customer, including but not limited to any claims that might be brought against only Company by an employee of Customer, (b) waste material collected in the Equipment or disposed of by Company, or

(c) any damage to underground pipes, sewers, wires, conduits or utilities resulting from Customer's failure to comply with Section 14. Customer's indemnity and defense obligations apply to the maximum extent permitted by law to all injuries, damages and losses regardless of whether same are caused, or are alleged to have been caused, in whole or in part by Company's, Customer's, or a third party's acts or omissions, except that Customer will have no obligation to indemnify or defend Company to the extent the injury, damage, or loss was actually caused by Company's sole negligence or willful misconduct. Customer expressly agrees and will cause its insurer to accept a tender by Company to Customer of any claim arising out of the rental, delivery, condition, possession, maintenance, use or operation of the Equipment. Company, its officers, directors and agents shall not, under any circumstances, be liable to Customer for consequential, incidental, special, exemplary or punitive damages arising out of or relating to the Equipment. Customer's exclusive remedy for any claims or causes of action arising out of or related to the Equipment shall be recovery of direct damages in an amount not to exceed the amount paid by Customer for use of the Equipment.

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, ALL EQUIPMENT IS PROVIDED TO CUSTOMER "AS IS," "WHERE IS," AND "WITH ALL FAULTS," AND THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. Assumption of Risk; Insurance. Customer assumes all risk and liability for injury (including death) to any person or property and for all other risks and liabilities arising from the rental, delivery, condition, possession, maintenance, use or operation of the Equipment. Customer agrees, at its own expense and at all times during the term of the Agreement, to maintain Commercial General Liability ("CGL") insurance with limits of not less than \$1,000,000 per occurrence for sums that an insured must pay as damages because of bodily injury or property damage arising out of the condition, possession, maintenance, use, operation, erection, dismantling, servicing or transportation of the Equipment. Customer and its agents will cooperate with Company and Customer's insurers in any claim or suit arising therefrom and will do nothing to impair or invalidate the applicable insurance coverage. In addition, Customer agrees, at its own expense and at all times during the term of the Agreement, to maintain Property Insurance in an amount adequate to cover any damage to, or loss of, the Equipment. Customer's Property Insurance must cover non-owned Equipment while in Customer's care, custody and control. Customer agrees to add Company as an Additional Insured and Loss Payee on all insurance required by the Agreement. Customer's CGL insurance must be primary and non-contributory with any insurance maintained by Company and must include a waiver of subrogation in favor of Company. The amount, terms and conditions of the insurance maintained by Customer must be reasonably acceptable to Company. Customer agrees to abide by all terms and conditions of all such insurance. Customer agrees to provide Company with Certificates of Insurance ("COI") evidencing the insurance required by the Agreement. Customer's acceptance of Customer's COI will not be deemed a waiver or modification of Customer's insurance, indemnity, or any other obligations under the Agreement. The provisions of this Section 9 are in addition to, and do not limit, qualify, or waive any obligations of Customer under this Agreement, including but not limited to Customer's obligations under Section 8 above. Customer's fulfillment of its insurance obligations does not limit Customer's liability under Section 8 above. The provisions of Section 8 above do not limit or qualify the provisions of this Section 9 or the scope of insurance coverage provided to Company as an Additional Insured or Loss Payee.

10. Termination. Company may terminate this Agreement and immediately remove the Equipment if (i) Customer fails to pay any amount when due, (ii) Customer breaches the Agreement, (iii) there is a loss of or damage to the Equipment, (iv) a lien is placed, or is proposed to be placed, on any Equipment, (v) a proceeding in bankruptcy or for other protection from creditors is commenced by or against Customer, or (vi) Company's convenience. Company shall not be responsible for losses due to removal of Company's Equipment pursuant to this paragraph.

11. Governing Law; Non-Waiver; Amendments. This Agreement is governed by the laws of the state where the Site is located, without giving effect to principles of conflicts of laws. Each party submits to the jurisdiction of any state or federal court sitting in such state in any action or proceeding arising out of or relating to this Agreement. No failure by Company to exercise any right hereunder shall operate as a waiver of any other right hereunder, and a waiver of any right on one occasion shall not constitute a waiver of any such right on any future occasion. All modifications to this Agreement must be in a writing signed by both parties.

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14. Conditional Payments. Any payment that Customer sends Company for less than the full balance due that is marked "paid in full" or contains a similar notation, or contains a similar notation, or that Customer otherwise tenders in full satisfaction of a disputed amount, must be sent to the address listed in Section 16. Company reserves all rights regarding these payments (e.g., Company may accept the check and Customer will still owe any remaining balance). Company may refuse to accept any such payment by returning it to Customer, not cashing it or destroying it.

15. Price Adjustments: Company reserves the right to impose a price increase at any time with or without notice to Customer. Company retains the right to impose an Energy and Compliance Fee to invoices at Company's discretion.

16. Notices. Any required notice shall be in writing delivered to United Site Services, Inc. 118 Flanders Road, Suite 1000, Westborough, MA 01581 Attn: (Legal Department). Any notice given pursuant to this contract shall be considered duly given when received by the representatives of the parties hereto. For information about our privacy practices, go to <https://www.unitedsiteservices.com/privacy-policy>.



Account #: ACT-00154239

Quote #: Q-1035683

Contract #:

Expiration Date: 07-24-24

Quote

Date: 06-24-24

Customer: CITY OF LODI

Document #

1035683

Delivery Address:

931 Virginia Ave
LODI, CA 95242

Requested By:

TRACEY ROLETT
209-269-4880
troletto@lodi.gov

USS Contact:

Mark Rudd
Inside Sales Rep-Terr
(775) 332-1834
mark.rudd@unitedsiteservicesinc.com
United Site Services of California, Inc.

Item	Unit	Unit Price	Qty	Charge Type	Total Charge	Tax
Restroom Bundle Configuration						
Estimated Delivery 07-01-24 Pickup 12-31-24						
1 Service 1 Day per Week	EA	\$99.00	1	Recurring	\$99.00	N
Standard Restroom	EA	\$43.00	1	Recurring	\$43.00	Y
Restroom Bundle Configuration						
Estimated Delivery 07-01-24 Pickup 12-31-24						
1 Service 1 Day per Week	EA	\$149.00	1	Recurring	\$149.00	N
ADA Restroom	EA	\$81.00	1	Recurring	\$81.00	Y

Other One-Time Charges

Item	Charge Type	Total Charge	Tax
Delivery and Pickup	One-Time	\$168.00	Y
Subtotal Recurring			\$372.00
Tax Recurring			\$9.77
Total Recurring			\$381.77
Subtotal One-Time			\$168.00
Tax One-Time			\$4.38
Total One-Time			\$172.38
Grand Total			\$554.15

Event Notes:

- 50% deposit for all orders placed more than six (6) weeks prior to delivery date;
- Full payment for all orders placed within six (6) weeks of the delivery date;
- Full payment for all orders 30 days prior to the delivery date;
- All orders not paid in full 30 days prior to delivery date will be subject to loss of their reservation
- If Customer fails to pay in full and cancels the order the 50% deposit will be forfeited; and
- All COD payments via check or cash at the time of delivery must be secured by a credit card
- The customer may cancel this order, reduce quantities, revise specifications or extend schedules only by mutual agreement and agrees to pay proper cancellation charges which take into account expenses already incurred and commitments made by the Company:

Canceled Before Event % of Deposit Returned

- 120 days - 75%
- 90 days - 50%
- 60 days - 50%
- 30 days - None

TO PLACE AN ORDER CALL 1.800.TOILETS

1.800.TOILETS / UnitedSiteServices.com

EASY / SAFE / CLEAN

1. **Acceptance.** Customer shall be deemed to have accepted these terms and conditions ("Agreement") upon the earliest of: (i) two business days after receipt of a Company invoice; (ii) delivery of Equipment including, among others, portable restrooms, trailers, fencing, roll-off dumpster, portable storage containers, and/or temporary power equipment (collectively or individually, the "Equipment") to the Customer's designated site (the "Site") and use or acceptance thereof; (iii) acknowledgment or other conduct of Customer (including payment against any invoice); or (iv) Company's performance of any services Customer has requested. This Agreement supersedes any inconsistent terms of any purchase order or other Customer documents. All agreements are subject to approval by Company.

2. **Payment Terms.** Customer shall pay all charges due to Company during the term (the "Period") shown on the relevant invoice. If credit is approved by Company, invoices are due and payable 10 days from the date on the invoice. If credit is not approved by Company prior to performance, invoices are due and payable by credit card payment before Company will begin performance of the Services. The fees charged by Company apply to the full Period and shall not be prorated (i.e., charges for less than a full Period shall not be prorated). Customer shall be liable to Company for all collection expenses (including reasonable attorneys' fees), and interest at the rate of 1.5% per month, or such lesser rate as may be the maximum lawful rate, on all overdue accounts. Customer shall pay all additional charges for services separately requested or made necessary by Customer's breach of this Agreement, including moving/relocation charges, special service charges, and special delivery and removal charges. For payments by check, Customer authorizes Company to use information from Customer's check to make a one-time electronic fund transfer from Customer's account or to process this transaction as a check. Customer shall pay all taxes, including sales tax, license fees and permit fees arising out of the use of the Equipment. Customer shall pay such taxes whether such taxes are shown on the relevant quotation or invoice or whether such taxes are later claimed by a governmental authority. In the event of a claim by a governmental agency for taxes related to the Equipment, Customer shall pay to Company such taxes on demand.

3. **Service.** Company offers servicing as an option on all portable restrooms. If Customer orders servicing, Company will remove any domestic septic waste ("DSW") from portable restrooms on the service day(s) scheduled by Company. If Company is unable to service the Equipment as scheduled due to a holiday, inclement weather, site restrictions, site inaccessibility or other circumstances, Company shall service the Equipment on the next available business day subject to Company's other service commitments. Customer shall provide Company timely, sufficient, and unobstructed access to Equipment, including extended hours or after business hours access, as necessary to perform Services. The pricing of this Agreement is based upon easy access to Site, firm and level ground and a dry location. Company will not remove any waste other than DSW from portable restrooms.

4. **Damage Waiver.** Pricing attachment included herein, shall include the benefit of the Company damage waiver program that covers all Damage occurred through any acts of God, or accidental structural damage to all portable restrooms, hand washing stations and holding tanks. EXCEPT (i) Customer shall be liable for theft or disappearance of any Equipment and for any losses or damage resulting from any willful or negligent acts or omissions of Customer or any of its agents, contractors, or employees; and (ii) Customer shall exercise all rights available under its insurance required by Section 9 hereof, and Customer shall take all actions necessary to process and pursue all insurance claims. Customer shall pay Company the actual cost of repair or replacement of the Equipment. The Customer shall not be responsible to Company for any minor wear and tear under normal utilization and/or any damage caused by Company. Customer shall promptly notify Company of any loss or damage to the Equipment and shall provide Company with copies of all reports relating to same, including police reports, informal investigation reports, and insurance reports. This Damage Waiver does not apply to portable restrooms, hand washing stations and holding tanks contaminated with Hazardous Materials while in the Customer's possession. When Company performs at the Customer's direction, Company is not liable for damage caused to the equipment or damage caused to delivery location or truck access path, except to the extent caused by Company's sole negligence or willful misconduct.

5. **Equipment Responsibility.** Company will deliver the Equipment to the Site at the location selected by Customer at the Period's commencement. Customer warrants and represents it is solely responsible for and has exercised due diligence and care in selecting a safe location at the Site for placement of any Equipment, and further agrees to direct and supervise the Equipment's placement. Title to all Equipment remains with Company. Customer shall not modify or move the Equipment from or within the Site absent Company's written consent. If Customer moves the Equipment from or within the Site without Company's written consent, Customer immediately assumes all responsibility and liability for all losses and costs incurred by Company. Customer warrants and represents it is familiar with the safe and proper use of the Equipment. Customer shall not sell, rent, lease or otherwise lose possession of the Equipment, nor shall Customer permit any lien to be placed on the Equipment. Customer acknowledges that Company has no control over the use of the Equipment by Customer, and Customer agrees to comply, at Customer's sole expense, with all applicable governmental and quasi-governmental laws and guidelines, including ANSI Standard Z43.1 and PASIPASI's published requirements in its "Guide for Clean Portable Sanitation", if applicable. Customer further agrees to (i) obtain and comply with all applicable governmental and quasi-governmental licenses, permits, registrations, permissions, and other approvals ("Permits") applicable to the Equipment (including, but not limited to, Permits allowing the delivery and placement of the Equipment at the Site); and (ii) comply with all applicable Permits held by Company applicable to the Equipment.

6. **Equipment and Service Selection.** Customer represents and warrants that it has chosen the type of Equipment, the number of Equipment units, the type of Service and the frequency of Service based on the exercise of its own due diligence and care in assessing its own needs and is not relying on any information provided by Company in making any such choices.

7. **Equipment Contamination.** Customer represents and warrants that any waste material to be collected in the Equipment or disposed of by Company does not include any radioactive, volatile, biohazardous (excluding noninfectious DSW), flammable, explosive, special waste, or hazardous materials (including but not limited to asbestos, petroleum, paints and any substance identified by a governmental agency as being hazardous or toxic) or their equivalent (collectively, "Hazardous Materials"). At all times, Customer shall hold all title to and liability for all waste material. Company will not remove tires, Hazardous Materials, or appliances from dumpsters (collectively, "Prohibited Waste"). Customer will be responsible for all removal, cleanup, remediation, fines, penalties and other costs arising from or relating to the presence of Prohibited Waste attributable to Customer's possession of the Equipment. Customer will be responsible for all removal, cleanup, remediation, fines, penalties, and other costs arising from or relating to the presence of Prohibited Waste attributable to Customer's possession of the Equipment. Customer will be responsible for all fines or penalties on overweight containers. Mattresses or other bulky items found in dumpsters may result in additional fees. If Prohibited Waste is found in or around the Equipment, Customer shall arrange and pay for separate removal, disposal and remediation of such waste and Equipment. Customer may not terminate the Period and shall be responsible for all accrued charges until such Prohibited Waste is removed and the Equipment is remediated.

8. **Liability & Indemnification.** Except to the extent Customer is not liable under the Damage Waiver program described in Section 4, Customer agrees to defend, indemnify and hold harmless Company to the maximum extent permitted by law against and for all claims, lawsuits, damages, expenses, penalties, fines, and other losses arising out of any of (a) the rental, delivery, condition, possession, maintenance, use or operation of Equipment delivered to or rented by Customer, including but not limited to any claims that might be brought against only Company by an employee of Customer, (b) waste material collected in the Equipment or disposed of by Company, or

(c) any damage to underground pipes, sewers, wires, conduits or utilities resulting from Customer's failure to comply with Section 14. Customer's indemnity and defense obligations apply to the maximum extent permitted by law to all injuries, damages and losses regardless of whether same are caused, or are alleged to have been caused, in whole or in part by Company's, Customer's, or a third party's acts or omissions, except that Customer will have no obligation to indemnify or defend Company to the extent the injury, damage, or loss was actually caused by Company's sole negligence or willful misconduct. Customer expressly agrees and will cause its insurer to accept a tender by Company to Customer of any claim arising out of the rental, delivery, condition, possession, maintenance, use or operation of the Equipment. Company, its officers, directors and agents shall not, under any circumstances, be liable to Customer for consequential, incidental, special, exemplary or punitive damages arising out of or relating to the Equipment. Customer's exclusive remedy for any claims or causes of action arising out of or related to the Equipment shall be recovery of direct damages in an amount not to exceed the amount paid by Customer for use of the Equipment.

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, ALL EQUIPMENT IS PROVIDED TO CUSTOMER "AS IS," "WHERE IS," AND "WITH ALL FAULTS," AND THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. **Assumption of Risk; Insurance.** Customer assumes all risk and liability for injury (including death to any person or property and for all other risks and liabilities arising from the rental, delivery, condition, possession, maintenance, use or operation of the Equipment. Customer agrees, at its own expense and at all times during the term of the Agreement, to maintain Commercial General Liability ("CGL") insurance with limits of not less than \$1,000,000 per occurrence for sums that an insured must pay as damages because of bodily injury or property damage arising out of the condition, possession, maintenance, use, operation, erection, dismantling, servicing or transportation of the Equipment. Customer and its agents will cooperate with Company and Customer's insurers in any claim or suit arising therefrom and will do nothing to impair or invalidate the applicable insurance coverage. In addition, Customer agrees, at its own expense and at all times during the term of the Agreement, to maintain Property Insurance in an amount adequate to cover any damage to, or loss of, the Equipment. Customer's Property Insurance must cover non-owned Equipment while in Customer's care, custody and control. Customer agrees to add Company as an Additional Insured and Loss Payee on all insurance required by the Agreement. Customer's CGL insurance must be primary and non-contributory with any insurance maintained by Company and must include a waiver of subrogation in favor of Company. The amount, terms and conditions of the insurance maintained by Customer must be reasonably acceptable to Company. Customer agrees to abide by all terms and conditions of all such insurance. Customer agrees to provide Company with Certificates of Insurance ("COI") evidencing the insurance required by the Agreement. Company's acceptance of Customer's COI will not be deemed a waiver or modification of Customer's insurance, indemnity, or any other obligations under the Agreement. The provisions of this Section 9 are in addition to, and do not limit, qualify, or waive any obligations of Customer under this Agreement, including but not limited to Customer's obligations under Section 8 above. Customer's fulfillment of its insurance obligations does not limit Customer's liability under Section 8 above. The provisions of Section 8 above does not limit or qualify the provisions of this Section 9 or the scope of insurance coverage provided to Company as an Additional Insured or Loss Payee.

10. **Termination.** Company may terminate this Agreement and immediately remove the Equipment if (i) Customer fails to pay any amount when due, (ii) Customer breaches the Agreement, (iii) there is a loss of or damage to the Equipment, (iv) a lien is placed, or is proposed to be placed, on any Equipment, (v) a proceeding in bankruptcy or for other protection from creditors is commenced by or against Customer, or (vi) Company's convenience. Company shall not be responsible for losses due to removal of Company's Equipment pursuant to this paragraph.

11. **Governing Law; Non-Waiver; Amendments.** This Agreement is governed by the laws of the state where the Site is located, without giving effect to principles of conflicts of laws. Each party submits to the jurisdiction of any state or federal court sitting in such state in any action or proceeding arising out of or relating to this Agreement. No failure by Company to exercise any right hereunder shall operate as a waiver of any such right hereunder, and a waiver of any right on one occasion shall not constitute a waiver of any other right on any future occasion. All modifications to this Agreement must be in a writing signed by both parties.

12. **Errors & Omissions.** Company reserves the right to correct any erroneous information that may appear in an invoice including, without limitation, Customer's name or address, or billing amounts.

13. **Fencing.** For fence rental and installation, any new fence orders are subject to a minimum install fee and will be listed on the face of this agreement. If the fence is required for an additional length of time beyond the initial term listed on the face of this agreement, a residual (rental) fee will apply to all fence and related products on site. This residual percentage amount will appear on your agreement and will be invoiced each billing cycle until the fence is removed. All partial deliveries and removals are subject to a minimum trip charge as outlined in the agreement. Company does not engage in or sign project labor agreements (PLA). Customer will, however, provide fence to our customers for self-installation in these instances. Customer is responsible to provide the current project wage rates to Company, and company reserves the right to correct invoices at any time, should adjustments be required to account for any wage determinations or wage rates. Customer shall establish all property line stakes and grade stakes. Unless otherwise agreed, fences shall follow ground lines-level. Prior to install, Customer shall provide Company with the location and character of any underground pipes, sewers, wires, conduits, obstructions, conditions, or restrictions which may interfere with or be damaged at install or thereafter. Customer shall notify any and all underground service entities in advance of install. Customer shall cooperate fully in Company's installation by (a) clearing a sufficient working area of all obstructions and removable hazards, including clearing all trees and brush for six feet on either side of fence location, (b) surveying, grading, locating, and staking fence line and identifying/verifying all property and utility lines, (c) notifying and safeguarding Company of all potential hazards, and (d) coordinating Company's work with all others on the Site. Company may extend install deadlines and Customer shall pay for any expenses resulting from Customer's compliance with these terms. Customer is responsible for all relocation/re-installation costs. Customer shall inspect and accept the fence within twenty-four (24) hours of installation.

14. **Conditional Payments.** Any payment that Customer sends Company for less than the full balance due that is marked "paid in full" or contains a similar notation, or contains a similar notation, or that Customer otherwise tenders in full satisfaction of a disputed amount, must be sent to the address listed in Section 16. Company reserves all rights regarding these payments (e.g., Company may accept the check and Customer will still owe any remaining balance). Company may refuse to accept any such payment by returning it to Customer, not cashing it or destroying it.

15. **Price Adjustments:** Company reserves the right to impose a price increase at any time with or without notice to Customer. Company retains the right to impose an Energy and Compliance Fee to invoices at Company's discretion.

16. **Notices.** Any required notice shall be in writing delivered to United Site Services, Inc. 118 Flanders Road, Suite 1000, Westborough, MA 01581 Attn: (Legal Department). Any notice given pursuant to this contract shall be considered duly given when received by the representatives of the parties hereto. For information about our privacy practices, go to <https://www.unitedsiteservices.com/privacy-policy>

United Site Services of California, Inc.
A subsidiary of United Site Services



1 of 1

INVOICE

Customer Number: ACT-00154239
Customer Name: CITY OF LODI
Order No: O-678202

Invoice No: INV-4607515
Invoice Date: 6/30/2024
Current Billing Period: 6/1/2024 - 6/30/2024
Terms: Net 30
Due Date: 7/30/2024

Bill To
ACCOUNTS PAYABLE
CITY OF LODI
PO BOX 3006
LODI California 95241
United States

Ship To
ZACH HERD
1821 West Tokay Street
Lodi CA 95242
United States

Subtotal:	\$414.77
Tax:	\$7.89
Total:	\$422.66
Amount Paid:	\$0.00
Remaining Balance Due:	\$422.66

Ship To: 1821 West Tokay Street Lodi CA 95242 United States
Site Name: 1845 W TOKAY ST

Item	Unit Qty	Unit Price	Duration/Service Date	Charge Type	Total Charges	Taxable
Current Billing Period						
Standard Restroom (Std Rest)						
Rental Charge	1	\$43.45	6/1/2024 - 6/30/2024	Recurring	\$43.45	Y
1 Service 2 Days per Week	1	\$122.81	6/1/2024 - 6/30/2024	Recurring	\$122.81	N
Restroom Lock and Key	1	\$8.69	6/1/2024 - 6/30/2024	Recurring	\$8.69	Y
Hand Sanitizer Refill	1	\$38.02	6/1/2024 - 6/30/2024	Recurring	\$38.02	N
Standard Restroom Subtotal					\$212.97	
2 Station Hand Wash Sink (2 Stn Hand Sink)						
Rental Charge	1	\$43.45	6/1/2024 - 6/30/2024	Recurring	\$43.45	Y
1 Service 2 Days per Week	1	\$158.35	6/1/2024 - 6/30/2024	Recurring	\$158.35	N
2 Station Hand Wash Sink Subtotal					\$201.80	
Site Subtotal Excluding Tax					\$414.77	
Site Tax					\$7.89	
Site Subtotal					\$422.66	

Invoice Total	\$422.66
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No Proration for Early Pickup

Paying your invoices at USS is now easier than ever with our new user-friendly payment portal. Learn more about our new payment portal, as well as how to read your invoice and where to go with questions, by visiting us at [Doing Business with USS](#). Keep an eye out for an email from noreply@sidetrade.io near your billing date to create and activate your account. For any questions, email ARS@unitedsiteservices.com or call 1.800.TOILETS (select 3 for billing and payment).

Questions on your invoice? / 1.800.TOILETS / ARS@UnitedSiteServices.com

[UnitedSiteServices.com](https://unitedsiteservices.com) / EASY, SAFE & CLEAN



UNITED SITE SERVICES
1.800.TOILETS
UnitedSiteServices.com

QUESTIONS ON YOUR INVOICE?
1.800.TOILETS
ARS@UnitedSiteServices.com
UnitedSiteServices.com

USE THE FOLLOWING LINK TO PAY ONLINE OR SIGN UP FOR
AUTOMATIC PAYMENTS:

www.myuss.com

1.5% Late charge due on
outstanding balances
more than 30 days from
date of invoice (18% per
annum)

This order is subject to our terms and
conditions, available at [https://
www.unitedsiteservices.com/legal-
terms-conditions/](https://www.unitedsiteservices.com/legal-terms-conditions/), which are part of
this Agreement

We will never ask you to change remittance information via email.

CHECK OR
MONEY ORDERS
PAYABLE TO
United Site Services
PO Box 660475
Dallas, TX.,
75266-0475
Terms: Net 30



WE ACCEPT -
American Express
- Visa
- Mastercard
- Discover



Please detach this coupon and include with your payment.

Customer ID: ACT-00154239
Customer Name: CITY OF LODI
Invoice Number: INV-4607515
Order Number: O-678202
Due Date: 7/30/2024

Subtotal: \$414.77
Tax: \$7.89
Total: \$422.66
Amount Remaining: **\$422.66**

Amount Paid:

Please Remit to: United Site Services
PO Box 660475
Dallas, TX 75266-0475



0000000000INV-460751500000422660

United Site Services of California, Inc.



Customer Service: 1-800-864-5387

INVOICE

Customer ID: USS-475066
 Invoice No: 114-13878901
 Terms: Due Upon Receipt
 P.O. No:
 Our Order No: 0-2194395
 Invoice Date: 06/21/24

Bill To: CITY OF LODI FINANCE DEPT
 PO BOX 3006
 LODI, CA 95241-1910

Ship To: CITY OF LODI FINANCE DEPT
 DEBENEDETTI PARK
 14226 LOWER SACRAMENTO RD
 LODI, CA 95240

Item / Description	Quantity	Term	From / Thru	Unit Price	Total Price
ADA	1	1	06/19/24	60.00	60.00
ADA Restroom	Each		07/16/24		
REG-ADA	1	1	06/19/24	123.25	123.25
Weekly Service	Each		07/16/24		
XSVC-ADA	1	1	06/19/24	123.25	123.25
Additional Weekly Service - 2	Each		07/16/24		
2SS	1	1	06/19/24	20.00	20.00
2 Station Hand Wash Sink	Each		07/16/24		
REG-2SS	1	1	06/19/24	98.00	98.00
Weekly Service	Each		07/16/24		
XSVC-2SS	1	1	06/19/24	98.00	98.00
Additional Weekly Service - 2	Each		07/16/24		
STD	1	1	06/19/24	20.00	20.00
Standard Restroom	Each		07/16/24		
REG-STD	1	1	06/19/24	98.00	98.00
Weekly Service	Each		07/16/24		
XSVC-STD	1	1	06/19/24	98.00	98.00
Additional Weekly Service	Each		07/16/24		

United Site Services of California, Inc.



Customer Service: 1-800-864-5387

INVOICE

Customer ID: USS-475066
 Invoice No: 114-13878901
 Terms: Due Upon Receipt
 P.O. No:
 Our Order No: 0-2194395
 Invoice Date: 06/21/24

Bill To: CITY OF LODI FINANCE DEPT
 PO BOX 3006
 LODI, CA 95241-1910

Ship To: CITY OF LODI FINANCE DEPT
 DEBENEDETTI PARK
 14226 LOWER SACRAMENTO RD
 LODI, CA 95240

Subtotal: 738.50
 Tax: 8.25
 Total: 746.75

Pay Your Invoices Online at www.UnitedSiteServices.com/BillPay
We will never ask you to change remittance information via email.
Please detach this coupon and include with your payment in the enclosed envelope.
See Reverse for Terms & Conditions, which are part of this Agreement
 wherein United Site Services of California, Inc. is referred to as "Company"

CITY OF LODI FINANCE DEPT
 Customer ID: USS-475066
 Invoice Number: 114-13878901
 Our Order No: 0-2194395

Subject to Tax Exempt from Tax
 100.00 638.50
 Service is Optional

Subtotal: 738.50
 Tax: 8.25
 Total: 746.75

Please Remit to: United Site Services
 PO Box 660475
 Dallas, TX 75266-0475



Amount Paid:

Check this box if you would like to pay by credit card,
 change your address or decline damage waiver, and you
 have completed the necessary form(s) on the reverse.

00000000114-1387890100000746756

Exhibit 2

United Site Services of California, Inc.

2443 Yosemite Blvd
 MODESTO, CA 95354
 Toll Free: 1-800-Toilets

**Salesperson Contact**

Michael D. Reed
 Mobile:
 Office: 916-261-4821
 Fax:
 Michael.Reed@unitedsiteservices.com

Site Service Quotation**Quote No.:** 414-2582128**Quote Date:** 03/01/25**Quote Expires:** 04/26/25

Sell To: CITY OF LODI PARKS RECREATIONC
 ULTURAL SERVICES
 TRACEY ROLETTO
 PO BOX 3006
 LODI, CA 95241-1910

Ship To: CITY OF LODI PARKS RECREATIONC
 ULTURAL SERVICES
 14266 LOWER SACRAMENTO RD
 LODI, CA 95240

Cust. #: USS-475066
Phone: 209-269-4880

Terms: Due Upon Receipt**Comments & Special Instructions**

QUOTE FOR ACTIVE ORDER: 0-2194395
 QUOTE IS THE PER BILL CYCLE RATE -- 28 DAY BILL CYCLE

Item	Unit	Quantity	From	Thru	Unit Price	Total Price
Standard Restroom	EA	1	03/01/25	Indef	20.00	20.00 per billing cycle
Weekly Service	EA	1	03/01/25	Indef	98.00	98.00 per billing cycle
Additional Weekly Service - 2	EA	1	03/01/25	Indef	98.00	98.00 per billing cycle
Standard Restroom Subtotal:						216.00
ADA Wheelchair Accessible	EA	1	03/01/25	Indef	60.00	60.00 per billing cycle
Weekly Service	EA	1	03/01/25	Indef	123.25	123.25 per billing cycle
Additional Weekly Service - 2	EA	1	03/01/25	Indef	123.25	123.25 per billing cycle
ADA Wheelchair Accessible Subtotal:						306.50
2 Station Sink	EA	1	03/01/25	Indef	20.00	20.00 per billing cycle
Weekly Service	EA	1	03/01/25	Indef	98.00	98.00 per billing cycle
Additional Weekly Service - 2	EA	1	03/01/25	Indef	98.00	98.00 per billing cycle
2 Station Sink Subtotal:						216.00

Accepted: _____ Date: _____

Remit To: United Site Services, PO Box 660475, Dallas, TX 75266-0475

NOTE: Total prices have been calculated for 1 billing period only. Damage Waiver is optional. Please read the terms and conditions on the last page of this document for more information.

Subtotal: 738.50
Tax: 8.25
Total: 746.75

1. **Acceptance.** Customer shall be deemed to have accepted these terms and conditions ("Agreement") upon the earliest of: (i) two business days after receipt of a Company invoice; (ii) delivery of Equipment including, among others, portable restrooms, trailers, fencing, roll-off dumpster, portable storage containers, and/or temporary power equipment (collectively or individually, the "Equipment") to the Customer's designated site (the "Site") and use or acceptance thereof; (iii) acknowledgment or other conduct of Customer (including payment against any invoice); or (iv) Company's performance of any services Customer has requested. This Agreement supersedes any inconsistent terms of any purchase order or other Customer documents. All agreements are subject to approval by Company.

2. **Payment Terms.** Customer shall pay all charges due to Company during the term (the "Period") shown on the relevant invoice. If credit is approved by Company, invoices are due and payable 10 days from the date on the invoice. If credit is not approved by Company prior to performance, invoices are due and payable by credit card payment before Company will begin performance of the Services. The fees charged by Company apply to the full Period and shall not be prorated (i.e., charges for less than a full Period shall not be prorated). Customer shall be liable to Company for all collection expenses (including reasonable attorneys' fees), and interest at the rate of 1.5% per month, or such lesser rate as may be the maximum lawful rate, on all overdue accounts. Customer shall pay all additional charges for services separately requested or made necessary by Customer's breach of this Agreement, including moving/relocation charges, special service charges, and special delivery and removal charges. For payments by check, Customer authorizes Company to use information from Customer's check to make a one-time electronic fund transfer from Customer's account or to process and pay for the transaction as a check. Customer shall pay all taxes, including sales tax, license fees and permit fees arising out of the use of the Equipment. Customer shall pay such taxes whether such taxes are shown on the relevant invoice or whether such taxes are later claimed by a governmental authority. In the event of a claim by a governmental authority for taxes related to the Equipment, Customer shall pay to Company such taxes on demand.

3. **Service.** Company offers servicing as an option on all portable restrooms. If Customer orders servicing, Company will remove any domestic septic waste ("DSW") from portable restrooms on the service day(s) scheduled by Company. If Company is unable to service the Equipment as scheduled due to a holiday, inclement weather, site restrictions, site inaccessibility or other circumstances, Company shall service the Equipment on the next available business day subject to Company's other service commitments. Customer shall provide Company timely, sufficient, and unobstructed access to Equipment, including extended hours or after business hours access, as necessary to perform Services. The pricing of this Agreement is based upon easy access to Site, firm and level ground and a dry location. Company will not remove any waste other than DSW from portable restrooms.

4. **Damage Waiver.** Pricing attachment included herein, shall include the benefit of the Company damage waiver program that covers all Damage occurred through any acts of God, or accidental structural damage to all portable restrooms, hand washing stations and holding tanks, EXCEPT (i) Customer shall be liable for theft or disappearance of any Equipment and for any losses or damage resulting from any willful or negligent acts or omissions of Customer or any of its agents, contractors, or employees; and (ii) Customer shall exercise all rights available under its insurance required by Section 9 hereof, and Customer shall take all actions necessary to process and pursue all insurance claims. Customer shall pay Company the actual cost of repair or replacement of the Equipment. The Customer shall not be responsible to Company for any minor wear and tear under normal utilization and or any damage caused by Company. Customer shall promptly notify Company of any loss or damage to the Equipment and shall provide Company with copies of all reports relating to same, including police reports, informal investigation reports, and insurance reports. **This Damage Waiver does not apply to portable restrooms, hand washing stations and holding tanks contaminated with Hazardous Materials while in the Customer's possession.** When Company performs at the Customer's direction, Company is not liable for damage caused to the equipment or damage caused to delivery location or truck access path, except to the extent caused by Company's sole negligence or willful misconduct.

5. **Equipment Responsibility.** Company will deliver the Equipment to the Site at the location selected by Customer at the Period's commencement. Customer warrants and represents it is solely responsible for and has exercised due diligence and care in selecting a safe location at the Site for placement of any Equipment, and further agrees to direct and supervise the Equipment's placement. Title to all Equipment remains with Company. Customer shall not modify or move the Equipment from or within the Site absent Company's written consent. If Customer moves the Equipment from or within the Site without Company's written consent, Customer immediately assumes all responsibility and liability for all losses and costs incurred by Company. Customer warrants and represents it is familiar with the safe and proper use of the Equipment. Customer shall not sell, rent, lease or otherwise lose possession of the Equipment, nor shall Customer permit any lien to be placed on the Equipment. Customer acknowledges that Company has no control over the use of the Equipment by Customer, and Customer agrees to comply, at Customer's sole expense, with all applicable governmental and quasi-governmental laws and guidelines, including ANSI Standard Z4.3 and PASI's published requirements in its "Guide for Clean Portable Sanitation", if applicable. Customer further agrees to (i) obtain and comply with all applicable governmental and quasi-governmental licenses, permits, registrations, permissions, and other approvals ("Permits") applicable to the Equipment (including, but not limited to, Permits allowing the delivery and placement of the Equipment at the Site); and (ii) comply with all applicable Permits held by Company applicable to the Equipment.

6. **Equipment and Service Selection.** Customer represents and warrants that it has chosen the type of Equipment, the number of Equipment units, the type of Service and the frequency of Service based on the exercise of its own due diligence and care in assessing its own needs and is not relying on any information provided by Company in making any such choices.

7. **Equipment Contamination.** Customer represents and warrants that any waste material to be collected in the Equipment or disposed of by Company does not include any radioactive, volatile, biohazardous (excluding noninfectious DSW), flammable, explosive, special waste, or hazardous materials (including but not limited to asbestos, petroleum, paints and any substance identified by a governmental agency as being hazardous or toxic) or their equivalent (collectively, "Hazardous Materials"). At all times, Customer shall hold all title to and liability for all waste material. Company will not remove tires, Hazardous Materials, or appliances from dumpsters (collectively, "Prohibited Waste"). Customer will be responsible for all removal, cleanup, remediation, fines, penalties, and other costs arising from or relating to the presence of Prohibited Waste attributable to Customer's possession of the Equipment. Customer will be responsible for all fines or penalties on overweight containers. Mattresses or other bulky items found in dumpsters may result in additional fees. If Prohibited Waste is found in or around the Equipment, Customer shall arrange and pay for separate removal, disposal and remediation of such waste and Equipment. Customer may not terminate the Period and shall be responsible for all accrued charges until such Prohibited Waste is removed and the Equipment is remediated.

8. **Liability & Indemnification.** Except to the extent Customer is not liable under the Damage Waiver program described in Section 4, Customer agrees to defend, indemnify and hold harmless Company to the maximum extent permitted by law against and for all claims, lawsuits, damages, expenses, penalties, fines, and other losses arising out of any of (a) the rental, delivery, condition, possession, maintenance, use or operation of Equipment delivered to or rented by Customer, including but not limited to any claims that might be brought against only Company by an employee of Customer, (b) waste material collected in the Equipment or disposed of by Company, or (c) any damage to underground pipes, sewers, wires, conduits or utilities resulting from Customer's failure to comply with Section 14. Customer's indemnity and defense obligations apply to the maximum extent permitted by law to all injuries, damages and losses regardless of whether same are caused, or are alleged to have been caused, in whole or in part by Company's, Customer's, or a third party's acts or omissions, except that Customer will have no obligation to indemnify or defend Company to the extent the injury,

damage, or loss was actually caused by Company's sole negligence or willful misconduct. Customer expressly agrees and will cause its insurer to accept a tender by Company to Customer of any claim arising out of the rental, delivery, condition, possession, maintenance, use or operation of the Equipment. Company, its officers, directors and agents shall not, under any circumstances, be liable to Customer for consequential, incidental, special, exemplary or punitive damages arising out of or relating to the Equipment. Customer's exclusive remedy for any claims or causes of action arising out of or related to the Equipment shall be recovery of direct damages in an amount not to exceed the amount paid by Customer for use of the Equipment.

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9. **Assumption of Risk; Insurance.** Customer assumes all risk of and liability for injury (including death) to any person or property and for all other risks and liabilities arising from the rental, delivery, condition, possession, maintenance, use or operation of the Equipment. Customer agrees, at its own expense and at all times during the term of the Agreement, to maintain Commercial General Liability ("CGL") insurance with limits of not less than \$1,000,000 per occurrence for sums that an insured must pay as damages because of bodily injury or property damage arising out of the condition, possession, maintenance, use, operation, erection, dismantling, servicing or transportation of the Equipment. Customer and its agents will cooperate with Company and Customer's insurers in any claim or suit arising therefrom and will do nothing to impair or invalidate the applicable insurance coverage. In addition, Customer agrees, at its own expense and at all times during the term of the Agreement, to maintain Property Insurance in an amount adequate to cover any damage to, or loss of, the Equipment. Customer's Property Insurance must cover non-owned Equipment while in Customer's care, custody and control. Customer agrees to add Company as an Additional Insured and Loss Payee on all insurance required by the Agreement. Customer's CGL insurance must be primary and non-contributory with any insurance maintained by Company and must include a waiver of subrogation in favor of Company. The amount, terms and conditions of the insurance maintained by Customer must be reasonably acceptable to Company. Customer agrees to abide by all terms and conditions of all such insurance. Customer agrees to provide Company with Certificates of Insurance ("COI") evidencing the insurance required by the Agreement. Company's acceptance of Customer's COI will not be deemed a waiver or modification of Customer's insurance, indemnity, or any other obligations under the Agreement. The provisions of this Section 9 are in addition to, and do not limit, qualify, or waive any obligations of Customer under this Agreement, including but not limited to Customer's obligations under Section 8 above. Customer's fulfillment of its insurance obligations does not limit Customer's liability under Section 8 above. The provisions of Section 8 above does not limit or qualify the provisions of this Section 9 or the scope of insurance coverage provided to Company as an Additional Insured or Loss Payee.

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11. **Governing Law; Non-Waiver; Amendments.** This Agreement is governed by the laws of the state where the Site is located, without giving effect to principles of conflicts of laws. Each party submits to the jurisdiction of any state or federal court sitting in such state in any action or proceeding arising out of or relating to this Agreement. No failure by Company to exercise any right hereunder shall operate as a waiver of any other right hereunder, and a waiver of any right on one occasion shall not constitute a waiver of any such right on any future occasion. All modifications to this Agreement must be in a writing signed by both parties.

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15. **Price Adjustments.** Company reserves the right to impose a price increase at any time with or without notice to Customer. Company retains the right to impose a fuel and inflation charge to invoices at Company's discretion.

16. **Notices.** Any required notice shall be in writing delivered to United Site Services, Inc. 118 Flanders Road, Suite 1000, Westborough, MA 01581 Attn: (Legal Department). Any notice given pursuant to this contract shall be considered duly given when received by the representatives of the parties hereto. For information about our privacy practices, go to <https://www.unitedsiteservices.com/privacy-policy>.

United Site Services of California, Inc.

2443 Yosemite Blvd
 MODESTO, CA 95354
 Toll Free: 1-800-Toilets

**Salesperson Contact**

Michael D. Reed
 Mobile:
 Office: 916-261-4821
 Fax:
 Michael.Reed@unitedsiteservices.com

Site Service Quotation

Quote No.: 414-2582131**Quote Date:** 03/01/25**Quote Expires:** 04/26/25

Sell To: CITY OF LODI PARKS RECREATIONC
 ULTRAL SERVICES
 TRACEY ROLETT
 PO BOX 3006
 LODI, CA 95241-1910

Ship To: CITY OF LODI PARKS RECREATIONC
 ULTRAL SERVICES
 1821 WEST TOKAY ST
 LODI, CA 95242

Cust. #: USS-475066**Phone:** 209-269-4880**Terms:** Due Upon Receipt**Comments & Special Instructions**

QUOTE FOR ACTIVE ORDER: 678202 (GLOBAL REF #)
 QUOTE IS THE PER BILL CYCLE RATE -- 28 DAY BILL CYCLE

Item	Unit	Quantity	From	Thru	Unit Price	Total Price
Standard Restroom	EA	1	03/01/25	Indef	43.45	43.45 per billing cycle
Weekly Service	EA	1	03/01/25	Indef	61.45	61.45 per billing cycle
Additional Weekly Service - 2	EA	1	03/01/25	Indef	61.45	61.45 per billing cycle
Hand Sanitizer Refill	EA	1	03/01/25	Indef	38.02	38.02 per billing cycle
Lock and Key	EA	1	03/01/25	Indef	8.69	8.69 per billing cycle
Standard Restroom Subtotal:						213.06
2 Station Sink	EA	1	03/01/25	Indef	43.45	43.45 per billing cycle
Weekly Service	EA	1	03/01/25	Indef	79.17	79.17 per billing cycle
Additional Weekly Service - 2	EA	1	03/01/25	Indef	79.17	79.17 per billing cycle
2 Station Sink Subtotal:						201.79

Accepted: _____ Date: _____

Remit To: United Site Services, PO Box 660475, Dallas, TX 75266-0475

NOTE: Total prices have been calculated for 1 billing period only. Damage Waiver is optional. Please read the terms and conditions on the last page of this document for more information.

Subtotal: 414.85
Tax: 7.89
Total: 422.74

1. **Acceptance.** Customer shall be deemed to have accepted these terms and conditions ("Agreement") upon the earliest of: (i) two business days after receipt of a Company invoice; (ii) delivery of Equipment including, among others, portable restrooms, trailers, fencing, roll-off dumpster, portable storage containers, and/or temporary power equipment (collectively or individually, the "Equipment") to the Customer's designated site (the "Site") and use or acceptance thereof; (iii) acknowledgment or other conduct of Customer (including payment against any invoice); or (iv) Company's performance of any services Customer has requested. This Agreement supersedes any inconsistent terms of any purchase order or other Customer documents. All agreements are subject to approval by Company.

2. **Payment Terms.** Customer shall pay all charges due to Company during the term (the "Period") shown on the relevant invoice. If credit is approved by Company, invoices are due and payable 10 days from the date on the invoice. If credit is not approved by Company prior to performance, invoices are due and payable by credit card payment before Company will begin performance of the Services. The fees charged by Company apply to the full Period and shall not be prorated (i.e., charges for less than a full Period shall not be prorated). Customer shall be liable to Company for all collection expenses (including reasonable attorneys' fees), and interest at the rate of 1.5% per month, or such lesser rate as may be the maximum lawful rate, on all overdue accounts. Customer shall pay all additional charges for services separately requested or made necessary by Customer's breach of this Agreement, including moving/relocation charges, special service charges, and special delivery and removal charges. For payments by check, Customer authorizes Company to use information from Customer's check to make a one-time electronic fund transfer from Customer's account or to process and pay for the transaction as a check. Customer shall pay all taxes, including sales tax, license fees and permit fees arising out of the use of the Equipment. Customer shall pay such taxes whether such taxes are shown on the relevant invoice or whether such taxes are later claimed by a governmental authority. In the event of a claim by a governmental agency for taxes related to the Equipment, Customer shall pay to Company such taxes on demand.

3. **Service.** Company offers servicing as an option on all portable restrooms. If Customer orders servicing, Company will remove any domestic septic waste ("DSW") from portable restrooms on the service day(s) scheduled by Company. If Company is unable to service the Equipment as scheduled due to a holiday, inclement weather, site restrictions, site inaccessibility or other circumstances, Company shall service the Equipment on the next available business day subject to Company's other service commitments. Customer shall provide Company timely, sufficient, and unobstructed access to Equipment, including extended hours or after business hours access, as necessary to perform Services. The pricing of this Agreement is based upon easy access to Site, firm and level ground and a dry location. Company will not remove any waste other than DSW from portable restrooms.

4. **Damage Waiver.** Pricing attachment included herein, shall include the benefit of the Company damage waiver program that covers all Damage occurred through any acts of God, or accidental structural damage to all portable restrooms, hand washing stations and holding tanks. EXCEPT (i) Customer shall be liable for theft or disappearance of any Equipment and for any losses or damage resulting from any willful or negligent acts or omissions of Customer or any of its agents, contractors, or employees; and (ii) Customer shall exercise all rights available under its insurance required by Section 9 hereof, and Customer shall take all actions necessary to process and pursue all insurance claims. Customer shall pay Company the actual cost of repair or replacement of the Equipment. The Customer shall not be responsible to Company for any minor wear and tear under normal utilization and or any damage caused by Company. Customer shall promptly notify Company of any loss or damage to the Equipment and shall provide Company with copies of all reports relating to same, including police reports, informal investigation reports, and insurance reports. **This Damage Waiver does not apply to portable restrooms, hand washing stations and holding tanks contaminated with Hazardous Materials while in the Customer's possession.** When Company performs at the Customer's direction, Company is not liable for damage caused to the equipment or damage caused to delivery location or truck access path, except to the extent caused by Company's sole negligence or willful misconduct.

5. **Equipment Responsibility.** Company will deliver the Equipment to the Site at the location selected by Customer at the Period's commencement. Customer warrants and represents it is solely responsible for and has exercised due diligence and care in selecting a safe location at the Site for placement of any Equipment, and further agrees to direct and supervise the Equipment's placement. Title to all Equipment remains with Company. Customer shall not modify or move the Equipment from or within the Site absent Company's written consent. If Customer moves the Equipment from or within the Site without Company's written consent, Customer immediately assumes all responsibility and liability for all losses and costs incurred by Company. Customer warrants and represents it is familiar with the safe and proper use of the Equipment. Customer shall not sell, rent, lease or otherwise lose possession of the Equipment, nor shall Customer permit any lien to be placed on the Equipment. Customer acknowledges that Company has no control over the use of the Equipment by Customer, and Customer agrees to comply, at Customer's sole expense, with all applicable governmental and quasi-governmental laws and guidelines, including ANSI Standard Z4.3 and PASI's published requirements in its "Guide for Clean Portable Sanitation", if applicable. Customer further agrees to (i) obtain and comply with all applicable governmental and quasi-governmental licenses, permits, registrations, permissions, and other approvals ("Permits") applicable to the Equipment (including, but not limited to, Permits allowing the delivery and placement of the Equipment at the Site); and (ii) comply with all applicable Permits held by Company applicable to the Equipment.

6. **Equipment and Service Selection.** Customer represents and warrants that it has chosen the type of Equipment, the number of Equipment units, the type of Service and the frequency of Service based on the exercise of its own due diligence and care in assessing its own needs and is not relying on any information provided by Company in making any such choices.

7. **Equipment Contamination.** Customer represents and warrants that any waste material to be collected in the Equipment or disposed of by Company does not include any radioactive, volatile, biohazardous (excluding noninfectious DSW), flammable, explosive, special waste, or hazardous materials (including but not limited to asbestos, petroleum, paints and any substance identified by a governmental agency as being hazardous or toxic) or their equivalent (collectively, "Hazardous Materials"). At all times, Customer shall hold all title to and liability for all waste material. Company will not remove tires, Hazardous Materials, or appliances from dumpsters (collectively, "Prohibited Waste"). Customer will be responsible for all removal, cleanup, remediation, fines, penalties, and other costs arising from or relating to the presence of Prohibited Waste attributable to Customer's possession of the Equipment. Customer will be responsible for all fines or penalties on overweight containers. Mattresses or other bulky items found in dumpsters may result in additional fees. If Prohibited Waste is found in or around the Equipment, Customer shall arrange and pay for separate removal, disposal and remediation of such waste and Equipment. Customer may not terminate the Period and shall be responsible for all accrued charges until such Prohibited Waste is removed and the Equipment is remediated.

8. **Liability & Indemnification.** Except to the extent Customer is not liable under the Damage Waiver program described in Section 4, Customer agrees to defend, indemnify and hold harmless Company to the maximum extent permitted by law against and for all claims, lawsuits, damages, expenses, penalties, fines, and other losses arising out of any of (a) the rental, delivery, condition, possession, maintenance, use or operation of Equipment delivered to or rented by Customer, including but not limited to any claims that might be brought against only Company by an employee of Customer, (b) waste material collected in the Equipment or disposed of by Company, or (c) any damage to underground pipes, sewers, wires, conduits or utilities resulting from Customer's failure to comply with Section 14. Customer's indemnity and defense obligations apply to the maximum extent permitted by law to all injuries, damages and losses regardless of whether same are caused, or are alleged to have been caused, in whole or in part by Company's, Customer's, or a third party's acts or omissions, except that Customer will have no obligation to indemnify or defend Company to the extent the injury,

damage, or loss was actually caused by Company's sole negligence or willful misconduct. Customer expressly agrees and will cause its insurer to accept a tender by Company to Customer of any claim arising out of the rental, delivery, condition, possession, maintenance, use or operation of the Equipment. Company, its officers, directors and agents shall not, under any circumstances, be liable to Customer for consequential, incidental, special, exemplary or punitive damages arising out of or relating to the Equipment. Customer's exclusive remedy for any claims or causes of action arising out of or related to the Equipment shall be recovery of direct damages in an amount not to exceed the amount paid by Customer for use of the Equipment.

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, ALL EQUIPMENT IS PROVIDED TO CUSTOMER "AS IS," "WHERE IS," AND "WITH ALL FAULTS," AND THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. **Assumption of Risk; Insurance.** Customer assumes all risk of and liability for injury (including death) to any person or property and for all other risks and liabilities arising from the rental, delivery, condition, possession, maintenance, use or operation of the Equipment. Customer agrees, at its own expense and at all times during the term of the Agreement, to maintain Commercial General Liability ("CGL") insurance with limits of not less than \$1,000,000 per occurrence for sums that an insured must pay as damages because of bodily injury or property damage arising out of the condition, possession, maintenance, use, operation, erection, dismantling, servicing or transportation of the Equipment. Customer and its agents will cooperate with Company and Customer's insurers in any claim or suit arising therefrom and will do nothing to impair or invalidate the applicable insurance coverage. In addition, Customer agrees, at its own expense and at all times during the term of the Agreement, to maintain Property Insurance in an amount adequate to cover any damage to, or loss of, the Equipment. Customer's Property Insurance must cover non-owned Equipment while in Customer's care, custody and control. Customer agrees to add Company as an Additional Insured and Loss Payee on all insurance required by the Agreement. Customer's CGL insurance must be primary and non-contributory with any insurance maintained by Company and must include a waiver of subrogation in favor of Company. The amount, terms and conditions of the insurance maintained by Customer must be reasonably acceptable to Company. Customer agrees to abide by all terms and conditions of all such insurance. Customer agrees to provide Company with Certificates of Insurance ("COI") evidencing the insurance required by the Agreement. Company's acceptance of Customer's COI will not be deemed a waiver or modification of Customer's insurance, indemnity, or any other obligations under the Agreement. The provisions of this Section 9 are in addition to, and do not limit, qualify, or waive any obligations of Customer under this Agreement, including but not limited to Customer's obligations under Section 8 above. Customer's fulfillment of its insurance obligations does not limit Customer's liability under Section 8 above. The provisions of Section 8 above does not limit or qualify the provisions of this Section 9 or the scope of insurance coverage provided to Company as an Additional Insured or Loss Payee.

10. **Termination.** Company may terminate this Agreement and immediately remove the Equipment if (i) Customer fails to pay any amount when due, (ii) Customer breaches the Agreement, (iii) there is a loss of or damage to the Equipment, (iv) a lien is placed, or is proposed to be placed, on any Equipment, (v) a proceeding in bankruptcy or for other protection from creditors is commenced by or against Customer, or (vi) Customer's convenience. Company shall not be responsible for losses due to removal of Company's Equipment pursuant to this paragraph.

11. **Governing Law; Non-Waiver; Amendments.** This Agreement is governed by the laws of the state where the Site is located, without giving effect to principles of conflicts of laws. Each party submits to the jurisdiction of any state or federal court sitting in such state in any action or proceeding arising out of or relating to this Agreement. No failure by Company to exercise any right hereunder shall operate as a waiver of any other right hereunder, and a waiver of any right on one occasion shall not constitute a waiver of any such right on any future occasion. All modifications to this Agreement must be in a writing signed by both parties.

12. **Errors & Omissions.** Company reserves the right to correct any erroneous information that may appear in an invoice including, without limitation, Customer's name or address, or billing amounts.

13. **Fencing.** For fence rental and installation, any new fence orders are subject to a minimum install fee and will be listed on the face of this agreement. If the fence is required for an additional length of time beyond the initial term listed on the face of this agreement, a residual (rental) fee will apply to all fence and related products on site. This residual percentage amount will appear on your agreement and will be invoiced each billing cycle until the fence is removed. All partial deliveries and removals are subject to a minimum trip charge as outlined in the agreement. Company does not engage in or sign project labor agreements (PLA). Customer will, however, provide fence to our customers for self-installation in these instances. Customer is responsible to provide the current project wage rates to Company, and company reserves the right to correct invoices at any time, should adjustments be required to account for any wage determinations or wage rates. Customer shall establish all property line stakes and grade stakes. Unless otherwise agreed, fences shall follow ground lines/level. Prior to install, Customer shall provide Company with the location and character of any underground pipes, sewers, wires, conduits, obstructions, conditions, or restrictions which may interfere with or be damaged at install or thereafter. Customer shall notify any and all underground service entities in advance of install. Customer shall cooperate fully in Company's installation by (a) clearing a sufficient working area of all obstructions and removable hazards, including clearing all trees and brush for six feet on either side of fence location, (b) surveying, grading, locating, and staking fence line and identifying/verifying all property and utility lines, (c) notifying and safeguarding Company of all potential hazards, and (d) coordinating Company's work with all others on the Site. Company may extend install deadlines and Customer shall pay for any expenses resulting from Customer's compliance with these terms. Customer is responsible for all relocation/re-installation costs. Customer shall inspect and accept the fence within twenty-four (24) hours of installation.

14. **Conditional Payments.** Any payment that Customer sends Company for less than the full balance due that is marked "paid in full" or contains a similar notation, or that Customer otherwise tenders in full satisfaction of a disputed amount, must be sent to the address listed in Section 16. Company reserves all rights regarding these payments (e.g., Company may accept the check and Customer will still owe any remaining balance). Company may refuse to accept any such payment by returning it to Customer, not cashing it or destroying it.

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