



**Account #:** ACT-01650700

**Quote #:** Q-639539

**Expiration Date:** 02-10-23

## Quote

**Date:** 01-11-23

**Customer:** Indrasena Varakantham

## Delivery Address:

817 Brett Dr  
ALLEN, TX 75013

## Requested By:

Susan Horak  
214-551-2149  
[susan@ownermanagedhomes.com](mailto:susan@ownermanagedhomes.com)

## USS Contact:

Kelsey McArthur  
Inside Sales Rep - Inbound  
+1 800-864-5387  
[kelsey.mcarthur@unitedsiteservicesinc.com](mailto:kelsey.mcarthur@unitedsiteservicesinc.com)  
United Site Services of Texas, Inc.

Item	Unit	Unit Price	Qty	Charge Type	Total Charge	Tax
<b>Restroom Bundle Configuration</b> Delivery 01-16-23						
1 Service 1 Day per Week	EA	\$81.98	1	Recurring	\$81.98	Y
Standard Restroom	EA	\$40.00	1	Recurring	\$40.00	Y
Permit Fee	EA	\$0.00	1	One-Time	\$0.00	N

## Other Recurring Charges

Item	Charge Type	Total Charge	Tax
Fuel & Inflation Surcharge	Recurring	\$12.08	Y

## Other One-Time Charges

Item	Charge Type	Total Charge	Tax
Delivery and Pickup	One-Time	\$120.00	Y
Fuel & Inflation Surcharge	One-Time	\$11.90	Y

Subtotal Recurring	\$134.06
Tax Recurring	\$11.06
<b>Total Recurring</b>	<b>\$145.12</b>

Subtotal One-Time	\$131.90
Tax One-Time	\$10.88
<b>Total One-Time</b>	<b>\$142.78</b>

<b>Grand Total</b>	<b>\$287.90</b>
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*Notes:*

- *All recurring charges have been calculated using the standard USS 28 days billing terms.*
- *The calculated recurring charges have been calculated for the billing period only.*
- *The calculated charges are subject to change at time of order.*
- *All taxes are estimated and could change at time of invoice.*

**TO PLACE AN ORDER CALL 1.800.TOILETS**

1.800.TOILETS / [UnitedSiteServices.com](http://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. All invoices are due and payable upon receipt. Company's rates are for the entire Period, which 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 Equipment, 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 8 hereof, and Customer shall take all actions necessary to process and pursue all insurance claims. The customer will not be responsibility to Company for any minor wear and tear under normal utilization caused by Company, and Customer shall pay Company the actual cost of repair or replacement of the Equipment. 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. Company is not responsible for damage caused when Company performs at the Customer's direction including damage to delivery location, Equipment, and/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 Period's commencement. Customer warrants and represents it has exercised due diligence and care in the selection of a Site safe 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 the Site absent Company's written consent. If Customer moves the Equipment from 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; and (2) comply with all applicable Permits held by Company applicable to the Equipment.

**6. 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 Hazardous Materials. 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. During this time, 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.

**7. 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 12. 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.

**8. 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 8 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 7 above. Customer's fulfillment of its insurance obligations do not limit Customer's liability under Section 7 above. The provisions of Section 7 above do not limit or qualify the provisions of this Section 8 or the scope of insurance coverage provided to Company as an Additional Insured or Loss Payee.

**9. 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) for Company's convenience. Company shall not be responsible for losses due to removal of Company's Equipment pursuant to this paragraph.

**10. 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.

**11. Errors & Omissions.** Company reserves the right to correct any erroneous information that may appear in this invoice or may have appeared in a prior invoice including, without limitation, Customer's name or address, or billing amounts.

**12. Fencing.** Any fence orders are subject to a minimum install fee that 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). However, Company will 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 Company's 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 is deemed to have inspected and accepted the fence within twenty-four (24) hours of Company's installation.

**13. 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 15. Customer 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.

**14. Fee and Price Adjustments:** Company reserves the right to impose a price increase, and or any additional fees and surcharges at any time with or without notice to Customer.

**15. 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>.