

PORTABLE RESTROOM RECURRING SERVICE AGREEMENT

[YOUR COMPANY NAME] · [ADDRESS] · [PHONE] · [EMAIL] · [WEBSITE]

1. PARTIES AND SITE

CUSTOMER (LEGAL NAME) _____

IS THE CUSTOMER THE GC OR SITE OWNER? Yes / No — if no, name of GC or site authority: _____

BILLING CONTACT, PHONE, EMAIL _____

PO OR JOB NUMBER _____

SITE NAME AND ADDRESS (OR GPS PIN) _____

SITE CONTACT AND CELL PHONE _____

GATE CODE, ACCESS HOURS, SAFETY / PPE RULES _____

START DATE _____

2. EQUIPMENT AND SERVICE SCHEDULE (SCHEDULE A)

ITEM	QTY	RATE	AMOUNT
Standard portable restroom	[1x / 2x per week]	[\$]	
ADA-accessible unit		[\$]	
Hand wash station		[\$]	
Crane / high-rise unit		[\$]	
Holding tank or other equipment		[\$]	
Delivery (one time)	—	[\$]	
Final pickup (one time)	—	[\$]	

BILLING PERIOD: [Every 28 days / Monthly] _____

REGULAR SERVICE DAY(S) AND WINDOW: _____

WORKERS ON SITE (PEAK): _____

SHIFTS PER DAY: _____

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3. TERM AND ENDING SERVICE

- 3.1 This Agreement starts on the start date and continues from one billing period to the next until either party ends it.
- 3.2 Either party may end this Agreement by giving the other at least [30] days' written notice (email is fine). The Customer pays for service through the pickup date. The Company will pick up the equipment within [#] business days after the end date.
- 3.3 If the Customer does not pay within [#] days after written notice of an overdue balance, the Company may pause service or remove its equipment.

4. NUMBER OF UNITS AND SERVICE FREQUENCY

- 4.1 The Customer is responsible for telling the Company how many workers will use the equipment, how many shifts they work, and when those numbers change. The Company will recommend a number of units and a service frequency based on that information and industry standards.
- 4.2 The Customer, as the employer or site authority, is responsible for meeting the workplace sanitation rules that apply to its site – including OSHA 29 CFR 1926.51 for construction and any state or local rules. The Company is responsible for delivering and servicing equipment as ordered and keeping it in sanitary working condition.
- 4.3 Where the Customer's work involves paints, coatings, herbicides, insecticides, or other contaminants that may be harmful to workers, OSHA requires washing facilities near the work area. The Customer should order hand wash stations with soap and water for those crews.
- 4.4 If workers or shifts increase, the Company may recommend more units or more frequent service. If the Customer does not agree, the Customer accepts the risk of overflow and unsanitary conditions. Extra service calls will be billed at [\$] per unit.

5. WHAT EACH SERVICE VISIT INCLUDES

Each scheduled service includes pumping waste, cleaning the interior, recharging the tank with water and deodorizer, and restocking toilet paper and hand sanitizer or hand wash supplies. The Company keeps a record of each visit (date, time, and where available a photo and GPS location), and the Customer may request a copy. Waste is transported and disposed of at a permitted facility in accordance with applicable law.

6. SITE ACCESS

- 6.1 The Customer will keep a clear path so the service truck can safely reach within [15] feet of each unit on service days. Units must stay on firm, level ground, clear of materials, equipment, and vehicles.
- 6.2 If a unit is blocked, locked in, or unsafe to reach, the driver will record the missed service and it will be charged as a regular visit. A return trip before the next scheduled service is billed at [\$] per trip, or [\$] if needed the same day.
- 6.3 The Customer will tell the Company about site hazards, restricted areas, and site safety rules that apply to drivers.

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7. MOVING UNITS, WEATHER AND TIP-OVERS

- 7.1 Only the Company may relocate units. Relocation requests are billed at [\$] per unit. The Customer will not move units with forklifts, loaders, or other equipment unless the unit is designed for crane or forklift lifting and the Company agrees in writing.
- 7.2 The Company may stake, strap or weight units on windy or exposed sites. Tip-over cleanup is billed as set out in the Damage, Lost Unit and Vandalism Policy unless caused by the Company.
- 7.3 [OPTIONAL] From [month] to [month], units receive freeze-protection additive at [\$] per unit per service.

8. ACCESSIBILITY

Under the 2010 ADA Standards, portable restrooms used only by construction workers on a construction site do not have to be accessible. If units will be used by the public, visitors, or at a sales office, model home, park, or similar location, accessible units may be required. The Customer will inform the Company so the right mix can be supplied.

9. BILLING AND PAYMENT

- 9.1 The Company bills [in advance / in arrears] for each billing period. Partial periods at the start and end are [prorated daily / billed as a full period]. Invoices are due [Net 15] from the invoice date. The Company accepts [card, ACH, check].
- 9.2 Overdue balances are charged [1.5]% per month, or the highest rate allowed by law if lower. The Customer pays reasonable collection costs where the law allows.
- 9.3 Sales tax is added where required by the state and locality where the equipment is placed.
- 9.4 [OPTIONAL] A surcharge of [#]% applies to credit card payments, where allowed by law and card network rules. No surcharge applies to debit cards.

10. RATE CHANGES

The Company may change rates by giving at least [30] days' written notice. If the Customer does not accept the new rates, it may end this Agreement under Section 3 before they take effect, without any early-termination fee.

11. DAMAGE AND LOSS

The Customer is responsible for loss of or damage to the equipment while it is on site, except for normal wear and tear, manufacturer defects, and damage caused by the Company. Charges are set out in the Company's *Damage, Lost Unit and Vandalism Policy*, which is part of this Agreement.

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12. RESPONSIBILITY FOR CLAIMS AND INSURANCE

- 12.1 Each party is responsible for injuries, property damage, and claims to the extent caused by its own negligence, misconduct, or breach of this Agreement. Each party will defend and indemnify the other against claims to that extent. Neither party has to indemnify the other for the other's own negligence.
- 12.2 To the extent allowed by law, neither party is liable to the other for lost profits or indirect, incidental, or consequential damages.
- 12.3 The Company maintains commercial general liability, commercial auto, and workers' compensation insurance as required by law. It will provide a certificate of insurance on request. If the Customer needs to be named as an additional insured, that must be added by endorsement, and the Company may charge any added premium.

13. GENERAL TERMS

- 13.1 This Agreement, including Schedule A, the Damage, Lost Unit and Vandalism Policy, and any written change orders, is the entire agreement between the parties. Changes to equipment or service can be made by written order or email confirmed by both parties.
- 13.2 This Agreement may be signed electronically; electronic signatures have the same effect as originals.
- 13.3 If any part of this Agreement is found unenforceable, the rest stays in effect. This Agreement is governed by the laws of the State of [STATE].
- 13.4 Neither party is responsible for delays or failures caused by severe weather, natural disasters, government orders, or other events outside its reasonable control.

SIGNATURES

COMPANY: [YOUR COMPANY NAME]

CUSTOMER

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

DATE

DATE