



CUSTOMER INFORMATION FORM

Please fill out completely. Changes to existing customer profile can be submitted on this form.

Please return to:

EMAIL: sales@comanportables.com

FAX: 419-386-2538

CUSTOMER INFORMATION

Business Name:			
Street Address:			
City, State, Zip:			
Phone:		Fax:	

Construction
 Government
 Personal
 Business
 Park/Rec
 Other

ACCOUNTING CONTACT

Name:			
Email:			
Phone:		Fax:	
Bill To Address:			
Invoices sent via:	<input type="checkbox"/> EMAIL <input type="checkbox"/> FAX <input type="checkbox"/> MAIL		
Terms:	Invoicing: NET ____ days <input type="checkbox"/> CC on file <input type="checkbox"/> ACH <small>(All monthly billing customers must have cc form on file)</small>		

CONTRACT CONTACT

Contact Name:			
Email:			
Phone:			

ON-SITE CONTACT

Contact Name:			
Contact Name:			





ADDITIONAL INFORMATION



CUSTOMER CREDIT CARD AUTHORIZATION FORM

In an effort to better serve our customers and simplify your billing experience, our company offers credit card acceptance. Charge card information is filed with your confidential customer information and kept secure.

I authorize Mastin Septic Tank (Mastin’s) and/or Co-Man Portables (Co-Man) to keep a credit card on file to satisfy my financial obligations. I understand that this information is stored safely and securely. I further agree that in the event my credit card becomes invalid, I will provide a new valid credit card upon request, to be charged for the payment of any outstanding balances owed.

OPTIONS	<p>_____ (initial) I hereby authorize Mastin’s and/or Co-Man to charge the balance of my account automatically each month. Card will be charged the first week of the each month for prior month fees.</p> <p>_____ (initial) I choose to manually pay my account balance. Balance for services is due on the as indicated on the invoice provided each month.</p>
PAYMENT INFORMATION	<p>Customer Name: _____</p> <p>Billing Address: _____</p> <p>City, State, Zip: _____</p> <p>Type of Card: <input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/> </p> <p>Card Number: _____</p> <p>Expiration Date: _____ Security Code: _____ <small>(last three digits on card, last four on AMEX)</small></p> <p>The undersigned guarantees performance of the financial provisions of this agreement.</p> <p>Card Holder Name: _____</p>
AGREEMENT	<p>By signing below, customer hereby authorizes Mastin’s and/or Co-Man to charge all past due invoices (60 days past the invoice date) to the credit card listed on this document or on file. Mastin’s and/or Co-Man will make every attempt to notify customer prior to charging the credit card. Delinquent accounts (older than 90 days) are subject to collections; all collection expenses, attorney’s fees and court costs are the responsibility of the creditor.</p> <p>Authorized Signature: _____ Date: _____</p> <p>Printed Name & Title: _____</p>

Mastin’s and/or Co-Man must be notified –in writing (via email, fax or mail)– about any invoicing disputes within 60 days of the invoice date. Any disputes received after that period will not be eligible for review.

Please note our remit to address: Mastin Septic Tank/Co-Man Portables, 12004 Waterville Swanton Rd., Whitehouse, OH 43571

CONTRACT - PORTABLE TOILETS AND RELATED EQUIPMENT



Portable Unit Rentals – Terms of Service

PHYSICAL CONDITION OF RENTAL ITEM(S)

All toilets must contain adequate natural light, working door locks, toilet paper, and waterless hand disinfectant. All sinks must have water, soap and disposable hand towels available.

Various cleaning/inspection schedules will be discussed depending on type of event.

Customer acknowledges that prior to taking the rented item(s), Customer examined it, saw it in operation (if appropriate), and are aware of its condition and that it is in good condition except for any defect noted on this contract.

TERM MODIFICATIONS

Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment may be agreed to orally, in writing, or by the actions and practices of the parties.

USE OF RENTAL ITEM(S)

The equipment furnished here under by Co-Man Portables shall remain the property of Co-Man Portables, however, Customer acknowledges that it has care, custody and control of the equipment while at the Customer's location and accepts responsibility for any loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from Co-Man Portables' handling of the equipment) and for its contents. Customer agrees not to overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customer agrees to indemnify, defend and hold harmless Co-Man Portables against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property arising out of Customer's use, operation or possession of the equipment.

WASTE MATERIALS

Customer grants to Co-Man Portables the right and Co-Man Portables shall furnish equipment and services, to collect and dispose of all of customer's liquid waste materials/sewage. Customer represents and warrants that the materials to be collected under this agreement shall be only "liquid waste materials/sewage" as defined herein. For purposes of this agreement, "liquid waste materials/sewage" means all non-hazardous putrescible and non-putrescible liquid waste/sewage generated by customer or at customer's service address. Liquid waste is not acceptable if mixed with any hazardous materials. Liquid waste materials such as, industrial process waste, asbestos containing materials, petroleum contaminated waste. Customer agrees not to dispose of non-approved wastes. Non-approved liquid wastes (Other than SEWAGE) are any, radioactive, volatile corrosive, flammable, explosive, biomedical, infectious. Biohazardous, regulated medical or hazardous waste, toxic substances or material, as defined by, characterized or listed under applicable federal, state or local laws or regulations. Or special waste not approved in writing by Co-Man Portables (collectively "Excluded Materials"). Title to and liability for excluded material shall remain with the customer at all times.

EXCUSED PERFORMANCE

Neither party hereto shall be liable for its failure to perform or delay performance hereunder due to circumstances or the significant threat of circumstances beyond its reasonable control, whether foreseeable or not, including, but not limited to strikes, labor trouble, riots, compliance with laws or government orders, acts of war or terrorism, inability to access portable toilet, fires, and acts of god and such failure shall not constitute a default under this Agreement.

DELIVERY AND PICK UP TIMES

Every effort will be made to deliver and pickup within 8 hours of the day of delivery or pickup, Monday through Friday. However, due to inclement weather, traffic conditions or mechanical breakdowns, delivery times or dates could vary. We will promptly contact you if there are delays in delivery or pickups. If Customer needs a unit at a specific time, we will make every effort to accommodate this request, however it is highly recommend the Customer requests delivery for the previous day.

Please note that we do not have specific pickup times, only scheduled days. Our trucks are scheduled to pick up for every customer on the route on the scheduled day and if we miss one, we will correct this as soon as possible. And if Customer's scheduled pickup day fell on a holiday, Customer's pick up might be scheduled for the following day.

ACCESS

Customer agrees to provide unobstructed access to the equipment on the scheduled service/collection day. If the equipment is inaccessible so that the scheduled pick up cannot be made, Co-Man Portables will promptly notify the Customer and afford the Customer a reasonable opportunity to provide the access and reschedule the service, however, Co-Man Portables will charge an additional fee for Customer's failure to provide initial access.

Due to uncertain soil conditions and sub surface terrain, Co-Man Portables cannot be held responsible for any damage to customer driveways, curbs, lawns or walks, wells and septic systems. It is the customer's responsibility to make Co-Man Portables aware of any underground utilities, which might be affected by taking delivery of the portable toilet.

INITIAL: _____

CONTRACT - PORTABLE TOILETS AND RELATED EQUIPMENT



ITEM(S) FAILURE

Customer agrees to immediately discontinue the attempt to use the rented item(s) should it at any time become unsafe or in a state of disrepair, and will immediately notify Co-Man Portables of the facts. Co-Man Portables agrees in its discretion to make the item(s) operable within a reasonable time, or provide Customer with a like item if available, or make a like item available at another time, or adjust the rental charges. In all events, Co-Man Portables shall not be responsible for any injury or damage, including consequential damage, resulting from failure or defect of a rented item(s).

RETURN OF ITEM(S)

The rented item(s) is Co-Man Portables' property and is rented to Customer subject to this contract for rental charges and for the period of time agreed upon at time of rental. If Customer fails to return the item(s) when due in, Co-Man Portables, to enforce its property ownership of the item(s) and to protect its interest under this contract, may retake the item(s) at any time, and to do so, Co-Man Portables or its representatives may enter Customer's property and Customer hereby waives any right of action against Co-Man Portables for such entry and retaking. In addition, Customer acknowledges that the failure to return rented item(s) within the contracted time and the sale or concealment of rented item(s) are prohibited, and that such action may constitute a crime, Co-Man Portables, in addition to any other action we may take, may notify the authorities and take other action, including the filing of criminal complaints, subjecting Customer to prosecution.

CANCELLATIONS

Cancellations or changes made 24 hours prior to the scheduled service date are subjected to a cancellation fee. Cancellations made on the scheduled delivery date may result in no refunds.

COLLECTION COSTS

Customer agrees to pay attorney fees, collection fees, court costs and any other expenses incurred in collecting any charges under this agreement, in retaking the rented item(s) or otherwise in enforcing the terms of this contract.

MODIFICATION OF CONTRACT

This paper represents our entire contract, and there are no collateral, oral, or other agreements outstanding. None of Co-Man Portables' rights may be changed and no extension of the term of this contract may be made except in writing signed by both parties and made part of this contract.

DAMAGE WAIVER

The Customer is responsible for the cost to repair or replace a unit that has incurred any loss or damage due to theft, burglary, misuse or abuse, theft by conversion, intentional damage, mysterious disappearance or any loss due to Customer's failure to care for the rental item(s). If any such loss tends to indicate a crime may have been committed, Customer must notify Co-Man immediately. Certain events may require Customer to file a report to the proper law enforcement authorities and furnish us a copy. In addition, if Customer has insurance for the loss or damage, Customer shall exercise, and shall empower Co-Man Portables to exercise, all Customer's rights to obtain recovery under insurance, shall cooperate with Co-Man Portables to obtain recovery and all insurance proceeds shall be given or assigned to Co-Man Portables.

All damages are assessed first to see if the unit is repairable; if unit can be repaired, cost to repair is parts + labor. Total unit replacement cost for Customers under contract is \$650.

INDEMNITY

Customer agrees to indemnify, defend and save the company harmless from and against any and all liability which the company may be responsible or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by customer's breach of this agreement or by negligent act, negligent omission or willful misconduct of the customer or its employees, agents or contractors in the performance of this agreement or customer's use, operation or possession of any equipment furnished by the company. Neither party shall be liable to the other for consequential. Incidental or punitive damages arising out of the performance of this Agreement.

Client Signature for Acceptance: _____

Date: _____