

**K P D Incorporated**  
**Porta Johns**  
*We're "True Blue"*

66 International Lane  
Suite 104  
Staunton, VA 24401  
Douglas L. Campbell, President  
Travis L. Campbell, CPA, Vice President

Phone: 540-885-6677  
Toll Free: 800-204-7615  
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www.kpdincportajohns.com

**PORTABLE TOILET RENTAL AGREEMENT**  
**TERMS AND CONDITIONS**

WE HEREBY APPLY FOR CREDIT TERMS AND CERTIFY THAT THE INFORMATION BELOW IS CORRECT. OUR UNDERSTANDING IS THAT THIS INFORMATION IS FOR THE USE OF YOUR CREDIT DEPARTMENT ONLY, AND WILL BE HELD IN CONFIDENCE. IF ANY OF THE BELOW INFORMATION WERE TO CHANGE, WE WILL NOTIFY YOUR OFFICE IMMEDIATELY.

NAME: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

IF P.O. BOX, GIVE PHYSICAL ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

TYPE OF OWNERSHIP: \_\_\_\_\_ CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ INDIVIDUAL

NAMES OF PRINCIPAL OWNERS: \_\_\_\_\_

SS # \_\_\_\_\_ FEDERAL I.D. # \_\_\_\_\_

BANK REFERENCE:

NAME OF BANK: \_\_\_\_\_ LOCATION \_\_\_\_\_

CREDIT CARD NUMBER TO KEEP ON FILE \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_ 3 DIGIT NUMBER ON BACK \_\_\_\_\_

**TERMS AND CONDITIONS**

1. The customer agrees to pay all invoices arising out of the rental charges for the portable toilets and special services. **BALANCE DUE AND PAYABLE WITHIN 30 DAYS OF DATE OF INVOICE.** Any balance remaining unpaid after 30 days will bear a service charge of 2% per month (24% APR), or \$2.00, whichever is greater for each month or part of a month that said balance remains unpaid after 30th day. Customer shall bear all costs of collection; including, but not limited to, attorney fees on balances not paid when due. It is agreed that venue in any legal action shall be in the city/county of seller's choice without objection.
2. The customer agrees to pay any extra and overtime charges for services rendered over and above the normal servicing schedule on behalf of the customer; including, but no limited to, toilets that have been blown over or knocked over.
3. The customer agrees to keep the portable toilets clear and accessible for the service truck at all times or be subject to additional charges such as wrecker fee, etc. Weather and/or adverse conditions do not alter the responsibilities of the customer.
4. The customer agrees not to remove the portable toilet from the delivery site without consent of KPD, Inc. The customer also agrees not to sell, rent, lease or otherwise give up possession of this portable toilet except to KPD, Inc.
5. Deliveries inside curb line on lot are at customer's risk only. We accept no responsibilities for damages resulting from such deliveries. KPD, Inc. Port-a-Johns will not be responsible for any personal injury and/or property damage originating out of the operation or maintenance of the portable toilet while under this contract.
6. The customer agrees to pay for any damages and/or theft of the portable toilets as an insurer, regardless of cause or fault, except for reasonable wear and tear, while the portable toilets are on the delivery site.

**I/WE UNDERSTAND YOUR TERMS AND AGREE TO MEET THESE TERMS IF CREDIT IS EXTENDED. BY SIGNING BELOW, I/WE PERSONALLY GUARANTEE ANY AND ALL PRESENT AND FUTURE PAYMENT OBLIGATIONS ARISING FROM THIS AGREEMENT.**

PRINTED NAME: \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE \_\_\_\_\_

*Thank you for ordering a Portable Toilet from KPD, Inc. Port-a-Johns. We provide modern and sanitary temporary toilet facilities with efficient and dependable service. Please call us at the above number whenever we may be of service in the future!*

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**If applicant is a corporation, partnership or limited liability company, the following personal guarantee is required:**

In consideration of credit being extended to the above-named entity (hereafter sometimes Applicant), I/We jointly and severally along with the Applicant unconditionally personally guarantee all indebtedness of any kind, owing at anytime by said entity or any successor thereto. I/We further agree that this guarantee is an absolute and continuing one; is a guarantee of payment and not of collection, and no notice of indebtedness or any extension of credit already or hereafter contracted by or extended need be given. The terms may be rearranged, extended, accelerated and/or renewed without notice to me. The liability of the Guarantor(s) shall be primary and neither bankruptcy nor any other similar proceeding of such entities shall impair or affect my/our obligation under this guarantee. Seller may pursue its right and remedies in such other as it determines, and the exercise by the Seller of any right or remedy will not preclude the Seller from exercising any other right(s) or remedy. The failure or delay by the Seller in exercising any of its rights hereunder in any instance shall not constitute a waiver thereof in that or any other instance. The Seller may not waive any of its rights except by an instrument signed by a corporate officer.

The guarantee may not be amended without the written approval of Seller. Guarantor(s) authorize Seller to review their credit history by any manner available or deemed necessary by Seller at any time. Guarantor(s) waives all benefit of the homestead exemption and all other exemptions. Guarantor(s) *waives any right to trial by jury* in connection with any disputes or actions in any way relating to the dealings with Seller including without limitation any actions, proceeding, or counterclaim brought by Seller, Guarantor and/or Applicant.

The terms and conditions set out in this instrument are incorporated herein by reference and the Guarantor(s) acknowledge they are bound by them as if written herein and that where appropriate the term "Applicant" shall be considered "Guarantor" as if first written therein.

By signing I/We acknowledge and attest that information submitted is complete and accurate to the best of my/our knowledge and that I/we have read, understand and accept the terms and conditions of this entire Agreement.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Social Security No. \_\_\_\_\_

Social Security No. \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If items to be purchased are for resale or otherwise exempt from sales tax, please attach a copy of your signed Certificate of Exemption.

\_\_\_\_\_ TAXABLE    \_\_\_\_\_ TAX EXEMPT    (If tax exemption certificate is not provided, tax will be billed on invoice)