

## AGREEMENT AND RELEASE FORM

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ from this day forward by and between ARNOLD BROS. EQUIPMENT CORPORATION, (hereinafter "Company") and is subject to the following terms and conditions.

1. **Payment:** A bill will be sent directly to the Customer for services rendered. Customer hereby agrees to pay said bill in full within thirty (30) days of invoice date. In the event Customer fails to pay said bill within thirty (30) days Company may pursue legal action to collect the unpaid balance and all costs and expenses associated with these proceedings, including but not limited to attorney fees and court costs, shall be paid by the Customer.
2. **Warnings:** Customer represents and warrants that he/she has been advised and understands that damage may occur to the property and/or surroundings where the container is being delivered, which is beyond the control of the Company and/or its agents.
3. **Release and Indemnity:** Customer hereby releases, discharges, indemnifies and holds harmless the Company, its successors, agents, assigns, employees and representatives from any and all claims, demands, damages, actions or suits of any kind whatsoever and including but not limited to damages causes while dropping off or picking up containers, as a direct or indirect result of Customer's use of services furnished by Company.
4. **Cleaning / Service:** During the winter months, it may be difficult for our trucks to access certain areas if the roadway is not treated and plowed. Doors cannot be opened for cleaning if snow is piled up. You are responsible to keep access to Port-A-Johns clear of snow and ice. We will do our best to clean on regular schedule during inclement weather. Credits will not be given if port-a-john is not accessible due to snow, ice or mud. Also, there will be an additional charge at each cleaning for antifreeze that is necessary to avoid freezing in winter months.

Are you currently on active duty or have you previously served in our armed forces?

Yes / No: \_\_\_\_\_

If Yes: Branch • \_\_\_\_\_ Service Dates • \_\_\_\_\_

WITNESS OUR SIGNATURES, the day and year first above written.

\_\_\_\_\_

Account Holder's Name

\_\_\_\_\_

Customer Signature

\_\_\_\_\_

Printed Name

Rev: 07/20/2021

ARNOLD BROS. EQUIPMENT CORPORATION

\_\_\_\_\_

Arnold Bros. Employee / Representative

\_\_\_\_\_

Printed Name