

### **Rules and Restrictions**

Johnny Blue Inc. also trading as Executive Bathrooms Plus LLC will provide customer with portable sanitation facilities upon request. By ordering customer agrees to terms and conditions stated below. All new monthly rental clients are required to pay the first month's rent due before delivery. If payment is not made in full before due date, delivery will not be made.

### **Delivery and Pickup Time**

Every effort will be made to deliver and pickup within 48 hours of the day of request, Monday through Friday, however, due to inclement weather, traffic conditions or mechanical breakdowns, delivery times or dates could vary. We highly recommend that you request toilets 48-72 hours in advance.

### **Placement**

If we arrive and have no placement instructions and we cannot reach you, we cannot deliver. There will be a delivery fee charged. Customer acknowledges that they are prohibited from moving any unit that may cause disruption in service or damage. If unit needs moved, customer must contact Johnny Blue Inc., also trading as Executive Bathrooms Plus LLC.

### **Equipment Care**

The equipment furnished here under Johnny Blue Inc. or Executive Bathrooms Plus LLC shall remain the property of Johnny Blue Inc. or Executive Bathrooms Plus LLC. Customer acknowledges that it has care, custody of the equipment while at the Customer's location and accepts responsibility for any loss or damage to the equipment. 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. All water provided is non-potable water, not safe for drinking. Customer agrees to be held responsible for all claims, damages, suits, penalties, fines and liabilities for injury or death to persons, loss or damage to property arising out of Customer's use, operation, or possession of the equipment. Customer agrees to a minimum of \$125.00 hazardous waste fee for cleanup of restroom if patron leaves behind blood or vomit, unauthorized waste material inside the rental.

### **Pricing for unit replacement**

Should a unit become damaged beyond repair while on a customer's site, the customer assumes full responsibility for the replacement of the unit. Replacement cost: Standard - \$800, Handwashing station \$800, ADA - \$1800, Flushable \$1800, Hand Sanitizer Dispenser \$20. \*Prices are subject to change based on current replacement cost at the time of incident.

### **Charges and Payment**

Monthly rental consists of the selected unit(s) and service once per week to include all internal supplies for a set four-week period. If you find our service to be unsatisfactory, please notify Johnny Blue Inc. within 24 hours so any needed adjustments can be made. Customer acknowledges that Johnny Blue Inc., also trading as Executive Bathrooms Plus LLC will be affected negatively by any cancellation. All deposits are non-refundable. Customer may also incur a restocking fee and cancellation fee, if not canceled 7 days prior to delivery.

### **Payment Remittance:**

540-665-0968

255 Lenoir Dr, Winchester VA 22603

[payments@johnnyblueinc.com](mailto:payments@johnnyblueinc.com)

<https://johnnyblueinc.com/contact/make-a-payment/>

Paying for your unit(s) - We run on a set 28-day bill cycle. We do pro-rate by the week, after the minimum due is met.

All special event orders must be paid in full at the time the order is placed.

Changes and/or Cancellations: In the event of a change to a previously accepted order, the customer assumes all charges and expenses associated with changing the order. All changes will need to be submitted in writing. Cancellations made on the scheduled delivery date may result in no refunds.

### **Access**

Customer agrees to provide unobstructed access to the equipment on the scheduled service day.

If the equipment is inaccessible so that the scheduled service cannot be made, Johnny Blue Inc.

will promptly notify the Customer and afford the Customer a reasonable opportunity to provide the access needed for service. If the unit is still inaccessible, our driver will be prompted to leave, and no refund will be made. All units must be within 20 feet of a stable hard surface; accessible with a truck. Street placement is prohibited. It is solely the responsibility of the customer to adhere to any restrictions by the County, Park, HOA, etc. We are not responsible for any additional fees or permits required for placement of units.

#### **Disclaimer**

- **Holidays:** Johnny Blue Inc. does not provide service on federal or federally observed holidays. In the event your rental is scheduled for service on a holiday, you can expect service the following week on your normal service day.
  - **Ground Conditions:** It is the customer's responsibility to make us aware of any underground utilities, which might be affected by taking delivery of the potty. Again, placement must be within 20 feet of a hard surface. Should a customer request us to drive in a soft area (grass, dirt etc.) the customer assumes responsibility for any land damage.
  - **Acts of God:** We are not responsible for service during extreme weather and/or acts of God. If a unit is tipped over, we may have to reroute a driver off route and provide service. This service will have an additional fee.
  - **Delivery Cancellations:** Cancellations must be made no later than 2:00pm the day prior to your scheduled delivery. Anything after 2:00pm will be considered a same day cancellation and be subjected to a fee.
  - **Refunds:** All refunds, compensation, and/or credit requests must occur within 30 days of service completion. Any refunds issued will be at the sole discretion of Johnny Blue Inc.
- Customer also agrees to ensure Johnny Blue Inc., also trading as Executive Bathrooms Plus LLC against claims for personal injury or property damage arising out of the customer's use of the portable sanitation facilities. Customer agrees to name "Johnny Blue Inc., also trading as Executive Bathrooms Plus LLC" as an additional insured on said policies, and customer agrees to indemnify Johnny Blue Inc., also trading as Executive Bathrooms Plus LLC and hold harmless, against any and all claims, actions, judgements, costs and attorney fees arising out of customer use of the portable sanitation facilities, except those that are solely the fault or negligence of Johnny Blue Inc., also trading as Executive Bathrooms Plus LLC.

#### **Billing Cycle (28 DAY METHOD):**

Reminder that invoices are generated every four weeks on a set bill cycle and is set for arrears billing unless otherwise arranged. A late fee of 1.5% will be added to the unpaid balance. Our office will call and/or email when a balance goes past 30 days past due. No response will result in termination of service or rental. Re-delivery fee will apply to restore service, after balance is paid in full.