



## COMMERCIAL SERVICES AGREEMENT SERVICE-SPECIFIC ATTACHMENT PORTABLE SANITATION SERVICE

The following additional terms and conditions are applicable to Customers provided portable restroom services by DTG:

### 1.0 PORTABLE SANITATION SERVICE

The Parties agree that DTG will place the requested number of portable restrooms and/or hand wash stations (“Portable Sanitation Devices”) at Customer’s Site(s) (as provided by Customer and approved by DTG) at a location deemed by Customer as appropriate and sufficient for the safe placement and retrieval of the Portable Sanitation Devices, pick up the Portable Sanitation Devices as agreed in writing, and dispose of the contents. Customer agrees to pay to DTG all fees for labor, equipment, and services rendered according to the corresponding prices as designated in Section 2.0 below. Portable restrooms are provided for the purpose of handling human waste. No refuse, hazardous waste, or hazardous material will be placed in a portable restroom. If Customer violates this section and places into portable restroom(s) any materials that is not human waste or toilet tissue, Customer agrees to pay DTG the current disposal rate commercially available (including any related taxes and/or fees) as determined by DTG, and/or remove all prohibited materials from the portable restroom(s).

No person or entity shall move DTG Portable Sanitation Devices without DTG’s written permission. Customer warrants the adequacy of all surface and subsurface conditions at and in the immediate vicinity of the location of Portable Sanitation Device placement and accepts full responsibility for any and all damage and/or defacing to: (1) any Portable Sanitation Devices placed at Customer’s request; and (2) any curb, driveway, road or ground surface and/or subsurface areas, utilities, and/or structure(s). Customer agrees to immediately pay in full all amounts upon receipt of invoice and demand for the repair and/or replacement of any damaged/defaced Portable Sanitation Devices. Customer represents and warrants that all locations where Portable Sanitation Devices are placed are commercially insured, and that no person will be permitted to climb onto Portable Sanitation Devices or otherwise misuse them.

Customer is responsible for ensuring the timely and scheduled receipt, commercially serviceable access, and adequate placement of Portable Sanitation Devices at commencement, during, and termination of service. Customer is responsible at all times to ensure and maintain free and clear right of way for commercial vehicle access to and around Portable Sanitation Devices to permit service by DTG. Customers’ failure to receive Portable Sanitation Devices as scheduled or failure to provide service access may result in DTG’s inability to deliver and/or service Portable Sanitation Devices without right to refund or rebate DTG’s applicable service charges, in addition to the imposition of the added fees in Section 2.0.

### 2.0 INITIAL PRICE TABLE

The initial price table is included in each Initial Price Page. Prices are subject to change without advance notice.

### 3.0 “TWO BOX RULE”

Please note that the Washington Utilities and Transportation Commission prefers that operators of construction or demolition sites where recyclable materials are generated and transported for recycling provide a separate container for nonrecyclable material that is collected by a certified hauler. Customer should maintain a separate container for nonrecyclable material that is collected by a certified hauler.