

**B&B Portable Toilets, LLC/SIX RIVERS Portable Toilets
- RV SERVICES AGREEMENT -**

1. **INDEMNITY/HOLD HARMLESS:** CUSTOMER WILL TAKE ALL NECESSARY PRECAUTIONS REGARDING THE RV SERVICED, AND PROTECT ALL PERSONS AND PROPERTY FROM INJURY AND DAMAGE. Customer agrees to hold harmless **B&B/SIX RIVERS** from and against any and all liability, claims, judgments, attorneys' fees and costs of every kind and nature, including, but not limited to: Injuries or death to persons and damage to property, arising out of the use, maintenance, instruction or operation of the RV equipment, however caused, except claims or litigation arising through the sole negligence or willful misconduct of **B&B/SIX RIVERS**.
2. **ASSUMPTION OF RISK/RELEASE-DISCHARGE OF LIABILITY:** Customer is fully aware and acknowledges there is a risk of injury or damage arising out of the use or operation of the RV serviced hereunder and hereby elects to voluntarily enter into this RV Service Agreement and assume all of the above risks of injury or damage. Customer agrees to release and discharge **B&B/SIX RIVERS** from any and all responsibility or liability from such injury or damage arising out of the use or operation of the equipment of the RV; and customer further agrees to waive, release and discharge any and all claims for injury or damage against **B&B/SIX RIVERS** which customer otherwise may be entitled to assert.
3. **FULL DISCLOSURE:** Customer agrees to give **B&B/SIX RIVERS** the license plate number of the RV as well as a description of the recommended RV to make sure that **B&B/SIX RIVERS** is servicing the correct RV. Customer agrees, especially in the event that the wrong RV is serviced, to not hold **B&B/SIX RIVERS** liable for not being able to service the correct RV for any reason.
4. **INSPECTION OF EQUIPMENT:** Customer acknowledges that they have or will, personally inspect the RV prior to its servicing to find it in good working order and repair for suitable use. In the event that a situation arises of any and all damage to the equipment or RV itself, the customer will not hold **B&B/SIX RIVERS** liable for any damages.
5. **NOT LIABLE FOR DAMAGES:** The customer will not hold **B&B/SIX RIVERS** liable or responsible for any damages including but not limited to; collapsing holding tanks, broken valves, broken or deteriorating handles, broken parts, clogs, sensor malfunctions, etc. This includes "ordinary wear and tear" for usage of the appliances. The customer shall note that these are common problems with RVs and **B&B/SIX RIVERS** is not a RV repair business, but only responsible for servicing RV tanks on the scheduled day of service. If any situations or issues arise with the servicing for the RV, the customer acknowledges that **B&B/SIX RIVERS** is not able to properly rectify this. The customer accepts the responsibility to contact a RV repair business without refund. The customer acknowledges that **B&B/SIX RIVERS** drivers are not authorized or allowed to come inside of any RVs for the service. **B&B/SIX RIVERS** may terminate the service agreement at any time without further notice in case of violation by customer of any terms or conditions of the RV Service Agreement.
6. **COMPLIANCE WITH LAWS/USE OF EQUIPMENT:** Customer agrees not to utilize these services or allow anyone to utilize these services for any illegal purpose or in any illegal or unsafe manner. Customer agrees at their sole cost and expense to comply with all municipal, county, state, and federal laws, ordinances and regulations that may apply to the use of servicing the RV during the service duration. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from their use of the RV Services, including any subsequently determined to be due. Customer shall not allow **B&B/SIX RIVERS** to service the RV when it is in need of repair or when it is unsafe condition or situation. Customer agrees to clean and visually inspect the RV and RV equipment at least monthly and to immediately discontinue use and notify **B&B/SIX RIVERS** when the RV equipment is found to need repair or maintenance or is not properly functioning. Customer acknowledges that **B&B/SIX RIVERS** has no responsibility to inspect or fix the RV equipment.
7. **SERVICE DURATION/RATE/PAYMENT:** Service duration is dependent on the customers request for the recommended RV. Service rates are based upon the location of the recommended RV, the mileage to get to that location, as well as the size of the RV tank. **B&B/SIX RIVERS** service rate is *only* for tanks up to 60 gallons or less. The customer is required to indicate if the RV tank is larger than 60 gallons. **B&B/SIX RIVERS** will charge \$1 per gallon based on the tank size. For example, if the customer's tank is a 70-gallon tank **B&B/SIX RIVERS** will charge \$70, even if less than 70 gallons is pumped out of the RV. **B&B/SIX RIVERS** may terminate the service agreement at any time without further notice in case of violation by customer of any terms or conditions of the RV Service Agreement or due to non-payment. Customer agrees to pay any collection costs and attorney fees incurred in collection of this account or any dispute arising out of this RV Service Agreement. Customer agrees to pay a monthly service charge on all unpaid balances. Customer agrees to pay **B&B/SIX RIVERS** a fee for environmental compliance.
8. **DISCLAIMER OF WARRANTIES:** **B&B/SIX RIVERS** makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the equipment is fit for customer's particular intended use, or that it is free of latent defects for RV services. **B&B/SIX RIVERS** shall not be responsible to customer or any third party for any loss, damage or injury resulting from, or in any way attributable to the use of, or any failure of the services provided. **B&B/SIX RIVERS** shall not be responsible for any defect or failure unknown to **B&B/SIX RIVERS**. In the event of a defect in equipment, customer must notify **B&B/SIX RIVERS** immediately.
9. **DEFAULT:** Should customer in any way fail to observe or comply with any provision of this RV Service Agreement, **B&B/SIX RIVERS** may as its sole option, terminate this RV Services Agreement, refuse future services, declare any charges due and payable and initiate legal process to recover monies owed, and/or pursue any other legal rights and remedies available to **B&B/SIX RIVERS**. Exercise of any remedy available to **B&B/SIX RIVERS** shall not constitute an election of remedies or a waiver of any additional remedies to which B&B may be entitled.
10. **LEGAL FEES:** In the event an attorney is retained to enforce any provision of this RV Service Agreement, the prevailing party in the dispute shall be entitled to recover attorney's fees and court costs in such action, or proceeding, in an amount to be determined by the court.
11. **AGREEMENT; Signature of the customer indicates that they have read and understand the RV Service Agreement.**

LICENSE PLATE: _____ Year/Make/Model of Trailer: _____

How Many Dump Valves on Trailer? _____ Placement of Valves on Trailer: _____

CUSTOMER NAME (PRINT): _____ ACCOUNT #: _____

CUSTOMER'S SIGNATURE: _____ DATE: _____