



“Committed to Excellence!”
Workboxla.com

2099 Commercial Drive
Port Allen, LA 70767

Phone: (225) 382-5250
Fax: (225) 381-7162

CUSTOMER INFORMATION	
Customer Name	
Billing Address	
Contact Person	
Phone	
Fax	
Email	
Is a Purchase Order # related to any equipment or service requests required?	Yes / No

CUSTOMER INFORMATION	
Site Name	
Site Address	
Contact Person	
Phone	
Email	
Is a Purchase Order # related to any equipment or service requests required?	Yes / No

WORKBOX OFFICE USE ONLY		
<u>Effective Service Date</u>	<u>Payment Term</u>	
	15 days / 30 days	
Sales Representative	Tax Exempt?	Tax Exempt Form Received?

TERMS AND CONDITIONS:

Whereas, Customer desires to establish an open account with Workbox, LLC for the leasing of portable containers, dumpsters, and portable toilets, as well as the provision of services incidental thereto from Workbox, LLC; and

Whereas, Workbox, LLC desires to lease portable containers, dumpsters, and portable toilets, as well as provide services incidental thereto unto Customer on such an open account; now

Wherefore, Customer agrees as follows.

UNIFORM TERMS AND CONDITIONS

The following terms and conditions are agreed to by Customer to apply to all instances of the lease of any Unit from Workbox and provision of any services by Workbox to Customer.

1. Acceptance of Units:

Customer accepts Units as being in good and sanitary order, condition, and repair upon acceptance of delivery.

2. Possession, Uses, and Maintenance of Units:

Customer shall not make any alterations to the Units. Customer shall not move, nor allow anyone other than Workbox to move any Unit from the specific location to which Workbox delivers the Unit, which shall be the location indicated by Customer when ordering and accepting delivery of any Unit. Customer shall be solely responsible for keeping all Units delivered to it in good condition and repair, ordinary wear and tear excepted. Customer shall keep all Units delivered to it free from any security interest, liens, and other claims. Customer shall not allow any Unit delivered to it to become integrated into any tract of land, building, or construction, nor shall Customer allow any Unit delivered to it to otherwise become a component part of any immovable property. Customer shall not store any hazardous, flammable, corrosive, contaminative, or radioactive materials, including any materials that may soil, stain, taint, pollute, defile, make foul, infect by contact or association, or expose anyone to any unreasonable risk of harm.

3. Risk of Loss:

Customer shall bear the entire risk of, and be wholly responsible for, all harm, loss, theft, spoilage, and damage of any kind, quality, or nature to any Unit delivered to it and to any property stored within any such Unit without regard to the cause thereof or to any concurrent or contributory fault, neglect, or liability of Workbox. Customer shall notify Workbox in writing within 24 hours from discovery of any occurrence of any damage, loss, or theft of any Unit delivered to Customer or any property stored therein. No damage, loss, or theft of any Unit delivered to Customer, or to any property stored within such Unit shall result in the termination of Customer's lease of such Unit or relieve Customer of any obligation incurred by Customer and owed to Workbox.

4. Damages and Indemnity:

Customer does, and shall cause its insurers to, waive, hold harmless, release, defend, and indemnify Workbox to the fullest extent permitted by law from and against any and all liens, assessments, privileges, losses, damages, claims, demands, suits, liabilities, judgments, causes of action, and expenses, including full reimbursement of Workbox's attorney fees and other costs of litigation, as well as any fees and costs incurred by Workbox to enforce these provisions, caused by, arising out of, in connection with, resulting from, incidental to, or in any way related to: (1) the selection, transportation, placement, use, maintenance, accessibility, construction, condition, composition, or destruction of any Unit delivered to Customer; (2) any bodily injury, death, or property damage sustained by Customer, Customer's agents, or any third-party, without regard to the cause thereof and without regard to the concurrent or contributory fault, neglect, or liability of Workbox.

5. Schedule Time for Work Request:

Customer understands that although Workbox will endeavor to provide ordered goods and services to it as timely as possible and as convenient to the schedule of Customer as possible, any product or service request it may make upon Workbox may take as many as two-business days or more to be fulfilled.

6. Entry and Inspection:

Customer warrants that it has and shall maintain the right to access the locations to which it orders any Units delivered to it to be placed by Workbox. Customer further warrants that it has the right to grant, and does grant to Workbox, the right to access such locations and to access such Units at any reasonable time for the purposes of inspection, repairs, and alterations of any such Unit as Workbox deems necessary or proper.

7. Billing:

Workbox will issue invoices to Customer for charges arising from the lease of Units and provision of services pursuant to this agreement from time to time. Invoices will be delivered to Customer at the billing address or billing email address listed above. Payment for all such invoices is due within the payment term indicated above, or fifteen days if no such indication is made, from issuance of any invoice. Customer will pay a late fee in the amount of five percent of the invoiced amount if payment is not received on or before the date it becomes due. Customer will further be liable to pay twelve percent simple annual interest accruing daily on the amount of any unpaid past due invoice.

8. Default:

In the event that Customer shall fail to pay any invoice issued to it by Workbox when due, or fail to perform any obligation owed to Workbox, or fail to uphold any term or condition of this agreement, then Workbox shall have the option to either: (a) terminate the lease of any units delivered to Customer, immediately regain possession of any Units delivered to Customer wherever and whenever they may be found with or without process of law, dispose of or dispossess Customer of any property found in any such Units without liability to Customer therefor and with Customer indemnifying Workbox and holding Workbox harmless from any claims made against it as a result of such disposal or dispossession, and recover all past due amounts and compensation for damages owed by Customer; or (b) exercise any other rights it has according to law.

In the event that Customer shall fail to pay any invoice issued to it by Workbox when due, or fail to perform any obligation owed to Workbox, or fail to uphold any term or condition of this agreement, then Workbox shall have the option to either: (a) accelerate all future rent, incidental service charges, and additional charges that would become due by Customer making them due immediately, and recover the same as provided by law; (b) cancel any leases for any Units delivered to Customer, and recover possession of such Units along with payment for all past due rent, incidental service charges, any other charges owed by Customer, a \$50 cancellation fee, damages, and all costs and expenses of recovery from Customer, including attorney fees in the amount of no less than the greater of 25% of the amount otherwise owed; or (c) exercise its rights by any other means provided for by law.

9. Termination:

Upon termination of any lease of any Unit delivered to Customer, Customer shall remove all property not belonging to Workbox from the Unit and surrender such Unit and all keys thereto to Workbox in the same condition it was in upon delivery to Customer, reasonable wear and tear excepted. Customer will pay \$300 as damages to Workbox for each instance they fail to deliver all keys as required above to Workbox within seven days.

10. TERMINATION: Upon the termination of this Rental Agreement, Customer shall surrender the unit(s) and all keys thereto, and shall remove all Customer's property from the unit(s) and return the unit(s) to Owner in the same condition and set of repair all at the inception of the Rental Agreement, reasonable wear and tear alone accepted. Either party may by appropriate notice, change the address to which notice is to be given.

11. ATTORNEY'S FEES: If any action be filed by any party to the agreement to enforce any of the terms and conditions of this Rental Agreement, the prevailing party in such litigation shall be entitled to recover such additional sum as Court having jurisdiction in the matter may deem reasonable as attorney's fee.

12. LATE FEES: Late fees for _____ will be added to invoices that have not been paid by the terms agreed upon on page one of this document. Page 4

Signature: _____ Title: _____ Date: _____

PERSONAL GUARANTEE

In order to induce Workbox, LLC to lease portable containers, dumpsters, and portable toilets, as well as provide services incidental thereto unto _____ (Customer) on open account, I _____ (Guarantor) hereby bind myself, personally, to Workbox, LLC, in *solido* with Customer to fulfill any and all lawful obligations of Customer to Workbox, LLC, whether now existing or arising in the future.

Thus done and executed on _____ by Guarantor.

Guarantor

Contact list for Workbox

- | | |
|---|---------------------------|
| Martin Padiar, CEO/Owner | 225-413-8881 cell phone |
| Hannah Padiar, CFO | 225-343-4886 office phone |
| Chris Broussard, Dir. of Bus Dev/Safety | 225-270-7660 cell phone |
| Shantelle Paul, AR / Customer Service | 225-343-4886 office phone |
| Martin Padiar Jr, Business Development | 225-772-9808 cell phone |
| Kyle Armstrong, Business Development | 225-244-3206 cell phone |
| Brandi Moore, Administrative Assistance | 225-343-4886 office phone |
| Angie Phillips, Administrative Assistance | 225-343-4886 office phone |

CREDIT CARD AUTHORIZATION

CUSTOMER INFORMATION	
Card Holder Name	
Billing Address	
Credit card number	
Expiration date	
csv	

_____ I agree to allow Workbox, LLC to charge my credit card for payment of all job at the time of service.

NOTE: Workbox, LLC will charge the credit card on file for any delinquent invoices due to untimely payments. I also understand and agree to waiver my right to dispute and/or stop credit card payments to Workbox, LLC for service that have not been paid within the agreed upon terms. Workbox will ensure I received a copy of paid invoices and a copy of the credit card transaction for my records.

Signature: _____ Title: _____ Date: _____

ROLL OFF DO'S AND DONT'S

(This is a simple guideline for you to use when loading)

DO'S

Provide clear access for service.
Make sure back door is closed for Workbox to service the dumpster properly
Call prior to loading heavy substances
Provide a one day notice for needed services
Call your sales rep or the Workbox office with any questions
Load only with municipal solid waste (commercial, residential, construction debris)

DONT'S

Load liquids of any type, batteries, tires, medical waste, flammable materials, drums,
wet/dry chemicals
Move containers after placement
Overload with heavy substances: dirt, concrete, etc... (Customer will be required to pay cost
for any load that exceeds DOT standard, if box is too heavy Workbox has the right to refuse
to pick-up load until load weight is reduced)
Load with furniture or appliances before contacting the Workbox office
Load dumpster over the top (must be level with the top of the dumpster)

NOTE: When loading concrete, bricks, cement, dirt, etc.. Limit load to half of the dumpster.
Workbox is NOT responsible for hazardous material, asbestos, or any kind of condemned
materials. The customer is responsible for fines due to overloaded dumpsters. Workbox
reserves the right to refuse pickup on any overloaded dumpsters.

NOTE: Any dumpster with a tonnage amount over 6 tons will be charge \$38.00 per ton.
All applicable taxes will apply Plus 12% EEC (Energy, Environmental and Compliance fee) where
applicable.

The Workbox products must be located close to a road or access to be able to service and gain
access to at all times.

Workbox will deliver, final and relocate all of our products on site per customer request and
instructions, Workbox will NOT be responsible for any and all damage to property during
placement of requested inventory or removal of requested inventory.

Customer Signature: _____

Date: _____