

UNIT RENTAL TERMS AND CONDITIONS

Last Updated March 1, 2023

All rentals made by Wasted* to its Unit rental customers (“Client”) are subject to the following Terms and Conditions.

AGREEMENT

1. **General.** These Terms and Conditions, as published on the Wasted* website (www.wasted.earth) at the time of rental, are the Unit Rental Terms and Conditions between Wasted* and Client.
2. **Acceptance; Binding Effect.** By signing the Quote for the Unit rental, Client accepts these Terms and Conditions, and, together with the Quote, these Terms and Conditions shall constitute a legally binding agreement between the Client and Wasted*. If any provision of the Quote conflicts with these Terms and Conditions, the terms of the Quote will govern.
3. **Amendment.** Wasted* may amend the Terms and Conditions from time to time at its sole discretion. Wasted* will provide notice of any amended Terms and Conditions to all current Clients. Once Clients have received notice, the amended Terms and Conditions will govern regardless of the time of rental.
4. **Notice.** Any notice or other communication to be provided under these Terms and Conditions must be in writing. Notice may be delivered personally or sent by email or mail at the option of the sending party. Notice shall be effective: 1) if delivered personally, on the day of delivery; 2) if sent by email, when delivered; and 3) if sent by mail, on the third day after being sent.
 1. Notice shall be delivered to the physical or email address provided by each party in the Quote, or as may be updated in a writing delivered to the other party from time-to-time.

TERM

5. **Rental Period.** The rental period shall be as set forth in the Quote, unless the agreement is terminated earlier in accordance with the Quote and these Terms and Conditions.
6. **Delivery.** Wasted* will deliver the Unit to the location set out in the Quote (the “Premises”). Delivery times provided by Wasted* are approximate. Client agrees that Wasted* is not liable for any delay in delivery or failure to notify of any delay.
7. **Pick Up.** Wasted* will pick up the Unit at the Premises on the date set out in the Quote, or earlier if the agreement is earlier terminated in accordance with the Quote and these Terms and Conditions.

PAYMENTS

8. **General.** Payment terms are as set forth in the Quote.

USE

9. **Use of Unit** Client agrees to use the Unit for its normal and customary use: handling human waste. Client agrees that no refuse, hazardous waste, or other materials (“Non-Human Waste”) shall be placed in the Unit. Client shall pay the cost of removal and disposal of Non-Human Waste. Client agrees not to modify, misuse, or harm the Unit.
10. **Location of Unit** Client agrees not to move the Unit from or within the Premises except with the prior written consent of Wasted*. If Client moves the Unit without prior written consent, Client will pay for the cost to move the Unit to its original location.
11. **Service.** Wasted* will collect and dispose of waste; replenish [materials, e.g., fresh water, toilet paper, and deodorizer]; and clean the Unit as outlined in the quote.
12. **Repair.** Client agrees to not allow any person to use the Unit when it needs repair or when it is in an unsafe condition or situation. If the Unit becomes unsafe or needs repair, Client shall stop using it and notify Wasted* immediately. Client agrees not to permit any repairs to the Unit without written permission from Wasted*.
13. **Title.** Wasted* warrants that it has good title to the Unit. Client agrees that Unit rental does not grant Client any title or property rights in the Unit, aside from the right of possession and use of the Unit subject to the Quote and these Terms and Conditions. Client agrees to keep their interest in this agreement and the Unit free from all liens and encumbrances.
14. **Compliance with Applicable Law.** Client agrees not to use or allow anyone to use the Unit for any illegal purpose or in any illegal manner. Client agrees to comply with all local, state, and federal laws which may apply to the use of the Unit during the rental period.

DAMAGE, LOSS, AND LIABILITY

15. **Condition of Unit** Upon delivery, Client shall examine the Unit to ensure that it is in good working order and notify Wasted* of any issues as soon as possible. By not notifying Wasted* of any issues with the Unit within 24 hours of delivery, Client acknowledges that the Unit was in good working condition upon delivery.
16. **Client’s Liability.** Client shall be liable for all damage, including property damage and bodily injury, arising from Unit use, misuse, or negligence by the Client, unless such damage is caused by: 1) ordinary wear and tear, meaning the normal deterioration of the Unit caused by ordinary, reasonable, and proper use of the Unit; 2) a design or manufacturing defect in the Unit ; or 3) any gross negligence by Wasted* or its agents in delivering or repairing the Unit.

2. Notwithstanding the date on which the Rental Period ends, Client will remain liable for any damage to the Unit or arising from the Unit until Wasted* has picked up the Unit.

After the Unit is returned, Wasted* will assess the Unit and will bill the Client for any needed repairs.

17. **Damage Waiver.** Client may purchase a property damage waiver for the cost of \$5 per Unit per month. Under the waiver, Wasted* will bear responsibility for property damage to the

Unit except for damage caused intentionally or caused by the willful misconduct of Client. The waiver does not cover a Unit that was lost or stolen.

18. **Wasted*'s Liability.** If the Unit requires repair due to any defect in materials or workmanship, Wasted*'s liability shall be limited to the cost of repair, including parts and labor, to return the Unit to full working order.

3. Wasted* shall not be liable to the Client for any incidental, indirect, special, or consequential damages.

Wasted* shall not be liable for death or personal injury caused by its employees, contractors, or representative, except to the extent caused by its gross negligence or willful misconduct.

19. **Indemnification.** Client promises and agrees to indemnify, defend, and hold harmless Wasted* from any liability, claims, costs, or expenses (including reasonable attorneys' fees) arising out of, connected with, or resulting from Client's use of the Unit, including bodily injury and property damage, provided that such liability is not the result of any gross negligence on behalf of Wasted* in adjusting or repairing the Unit, or of any defect in the design or manufacturing of the Unit.

DEFAULT AND TERMINATION

20. **Breach; Remedies.** If Client defaults or breaches any term or condition, Wasted* may terminate this agreement by providing notice to the Client.

21. **Waiver.** Waiver of any right or remedy under the Terms and Conditions shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Terms and Condition or by law shall constitute a waiver.

22. **Voluntary Termination.** Either party may terminate the agreement as described in the Quote.

23. **Effect of Termination** If the agreement is terminated, Client must permit Wasted* to enter the premises at which the Unit is located and retake possession of the Unit. Client must also pay to Wasted* all outstanding charges, which will immediately become due and payable.

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MISCELLANEOUS

24. **Governing law; Jurisdiction.** These Terms and Conditions shall be governed by and construed in accordance with Vermont law, without reference to the choice of law provisions. The parties consent to the exclusive jurisdiction of the Vermont state or federal courts, as applicable, located in Chittenden County.

25. **Assignment.** Client agrees to not transfer, assign, or sublet the Unit.

26. **Severability.** If any part of these Terms and Conditions is held unenforceable, only that part will be unenforceable, and the rest will remain effective.

27. **Force Majeure.** Except for payment obligations, neither party shall be liable to the other party nor be deemed to have defaulted under or breached this agreement if such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, flood, earthquake, explosion, pandemic, war, insurrection, riot, strike, embargo, or similar events. The affected party must use reasonable commercial efforts to perform and must provide the other party with prompt written notice of any delay or failure to perform under this provision.