

# Comforts of Home Services Inc.

## Luxury Restroom Trailer Rental and Sales

1551 Aucutt Rd Montgomery, IL 60538 630-906-8002 847-574-7600 Fax

Thank you for your interest in Comforts of Home Services. Please see our attached quotation based on your specifications. It is understood that there are no specific certifications, stamps or seals required for the production of restroom and shower trailers as they are licensed vehicles and not designed for permanent placement. In the rare circumstances where certification is required for a unique installation, that certification will be provided at additional cost to the quote below.

To place your order, simply sign this quotation and return by email, mail or fax along with your deposit. This will confirm these specifications. Upon receipt of your signed quote and deposit, we will process your order immediately. Production times vary depending upon current orders in production. This time can also vary depending upon circumstances beyond our control.

Please contact us if you wish to modify these specifications or have any questions. Any specification changes after your order is placed will need to be mutually agreed in writing. We look forward to the opportunity to earn you business.

Thank You,  
Daniel Fischer



3 Station Handicap Accessible Restroom Trailer with Hydraulic Lowering ( 16' Model )

Example of Basic Interior (White FRP) with coin rubber and wash down package



# Comforts of Home Services Inc.

Luxury Trailer Sales  
1551 Aucutt Rd  
Montgomery, IL 60538  
Phone: 630-906-8002 (24/7), Fax: 847-574-7600

Quotation  
04/20/15  
Quote is good for 30 days  
Unless stated otherwise

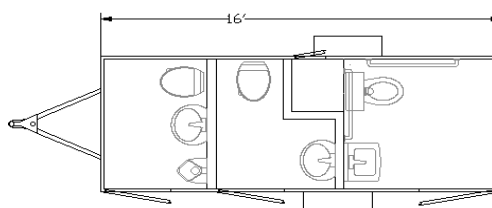
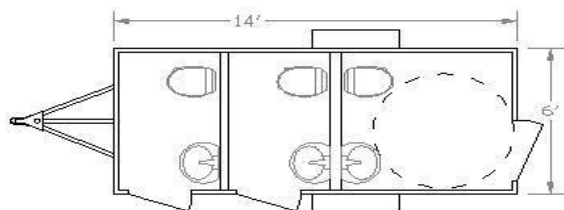
## Customer (Buyer)

**Name:** Jefferson Parish Purchasing Department  
**Address:** 200 Derbigny Street- General Government Building, Suite 4400  
**City:** Gretna **State:** LA **Zip:** 70053  
**Phone:** 504-364-2682 **Fax:**  
**Cell:** **Email:** [sduffy@jeffparish.net](mailto:sduffy@jeffparish.net)  
**Other:**

## Ship To:

**Name:** Jefferson Parish Fleet  
**Address:** 4901 Jefferson Highway  
**City:** Jefferson **State:** LA 70121  
**Contact:** Sidney Duffy  
**Phone:** 504-364-2682

Qty	Description	\$ (ea)	Total
2	14' 3 Station Handicap Accessible Restroom Trailer with 450 gallon waste tank	\$22,900	\$45,800
	Interior Color - Basic ( White FRP ) Exterior Color - White ( Color at no additional cost )		
	Trailer Extended to 20' to meet specifications minimum ( Extra footage to be applied to Non-ADA Rooms)		



To include on board fresh water and/or hydraulic lowering trailer extended 2' to accommodate utility room

## See the next page for Standard and Optional Items

2	Options listed on next page	\$ 22,771	\$ 45,542
1846	Delivery Charge Per Mile ( 923 miles per trailer)	\$ 1.90	\$ 3,507
		<b>Sub Total:</b>	<b>\$ 94,849</b>
			<b>\$ (7,588)</b>
		<b>Final Price</b>	<b>\$ 87,261</b>
		<b>50% or PO Due upon order</b>	<b>\$ 43,631</b>
		<b>50% Due Upon Completion</b>	<b>\$ 43,631</b>

Estimated Delivery Date (6-10 weeks from order):

\*Delivery Date is only an estimate made at the time of quote, and is not guaranteed.

## Notes:

### Agreements:

\*Standard Terms are 50% payment to start an order, remaining due before delivery. PO's are acceptable from most government agencies and large corporations.

\*Buyer Must Agree to Comforts of Home's Terms and Conditions sheet. Please let us know if a copy wasn't included with this quote.

\*Any Payment by the Customer indicates the Customer agrees to our Terms and Conditions whether its signed or not.

\*Items are the sole property of Comforts of Home Services Inc until full payment is made and must be turned over if payment isn't made within 90 days of delivery.

I the undersigned would like to purchase the items above in agreement with Comforts of Home's Terms and Conditions (Terms and Condition page must also be signed):

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

## Standard Items

- A/C and Heat Strips
- Heavy Duty Fold-up Alum. Steps & Rails
- Timed Chrome Faucet
- Oversized Structural Beams
- Steel Roof and Wall Beams
- HD Tube Framed Doors & Hydraulic Closures
- Poly Insulation
- Smooth Aluminum Exterior Siding
- High Privacy Toilet Partitions that are Half the Distance from the Ground along with no Door Gaps
- One Piece Aluminum Seamless Roof
- FRP (fiberglass wall panels)
- Patented Frame with Dust-Proof Sidewall Design
- Dexter (ITS) Independent Torsion Suspension Axles
- Battery Powered Trailer Runaway Protection
- Keyed alike Class III Dead Bolts
- Premium LED Trailer Lighting
- PEX Water Lines, more resistant to breakage
- E-Z Lube Hubs
- Plywood Walls and Flooring
- Electric Brakes
- 2- 5/16" Trailer Receiver
- Chip Resistant Undercoating
- Marine Grade Sub Floor
- Thick Painted Aluminum Skin
- Vinyl Sheet Flooring
- Waste Tank Sight Gauge

## Optional Items (some items may increase lead time)

Color: ☒ White ☐ Black ☐ Pewter Gray ☐ Sunset Gold ☐ Green ☐ Beige ☐ Red ☐ Other:\_\_\_

Qty	Option				\$/ea	Total \$	
	Interior upgrade to laminated two tone walls from FRP panels (per trailer foot)				\$70	\$0	
	Interior upgrade to laminate walls with wainscoting from FRP panels (per trailer foot)				\$110	\$0	
	Upgrade to 6 panel oak doors from high privacy metal partition doors (per door)				\$300	\$0	
20	Wash down package (aluminum interior trim caulked along bottom so walls can be scrubbed) per trailer foot				\$25	\$500	
	Generator mount on tongue of trailer with electrical outlets on tongue				\$1,000	\$0	
	Tongue prepped for mounting of a generator				\$250	\$0	
	Detachable Hitch with Front 5k Jack				\$400	\$0	
	Elite Awning (8' Deep) 12' Length				\$1,050	\$0	
	Elite Awning (8' Deep) each additional foot beyond 12'				\$30	\$0	
	12 volt Package with LED Interior Lighting and Pumps with Deep Cycle Battery and Solar Panel Charging				\$1,900	\$0	
	12 volt Package with LED Interior Lighting and Pumps with Deep Cycle Battery				\$1,200	\$0	
1	12 volt Package with LED Interior Lighting and Pumps				\$950	\$950	
	Aluminum diamond plate fold up ramp ( to be utilized with the drop box units )				\$3,300	\$0	
	Aluminum sectional ramp with 5' platform & railing (for wheel Chair access) Quick Easy Setup				\$5,600	\$0	
	Lowering trailer with fold up ramp on rear (Wheelchair access) Mechanical lowering				\$5,800	\$0	
1	Lowering trailer with fold up ramp on rear (Wheelchair access) Hydraulic lowering				\$7,800	\$7,800	
	Lowering trailer with fold up ramp on rear (Wheelchair access) Hydraulic lowering 20'+ Trailer				\$8,800	\$0	
	Lowering ADA Box with fold up ramp on rear (Wheelchair access) Hydraulic Lowering				\$9,800	\$0	
Qty	Option	\$/ea	Total \$	Qty	Option	\$/ea	Total \$
20	Coin Rubber Floor (per trailer foot)	\$70	\$1,400		Upgrade to Std Residential Toilet	\$380	\$0
	Spray In Rubber Floor (per trailer foot)	\$70	\$0	1	Upgrade to ADA toilet	\$500	\$500
4	6 Lug Aluminum Wheels (each)	\$110	\$440		Upgrade to Hands Free ADA toilet	\$500	\$0
6	Increase Trailer by 1ft	\$750	\$4,500		Upgrade to Black Toilet	\$200	\$0
3	Non-Powered Vent/Skylight (each)	\$120	\$360		Upgrade to Black Sink	\$50	\$0
	Powered Vent/Skylight (each)	\$170	\$0		Upgrade to Black Urinal	\$125	\$0
3	Vent Cover, keeps rain out (each)	\$60	\$180		Add Toilet	\$450	\$0
1	Hands Free Sloan Faucet Chrome	\$400	\$400		Add Urinal	\$450	\$0
	Exterior Light (each)	\$185	\$0		Single sink to Single Cabinet	\$350	\$0
3	Exterior Light (each) LED	\$210	\$630		Single Sink to Double Sink Solid	\$975	\$0
1	Transformer for LED Lights	\$125	\$125	3	Double Roll Toilet Paper Dispenser	\$22	\$66
	Diamond Plate rock guard	\$350	\$0		Double Roll Toilet Paper Dispenser/Shelf	\$60	\$0
	Spare tire mounted	\$350	\$0	3	Stainless Steel C-Fold Paper Towel Dispenser	\$60	\$180
	Skirt (per foot of skirt)	\$25	\$0		Enmotion Hands Free Paper Towel Dispenser	\$90	\$0
1	Utility Room w/ door	\$550	\$550		Enmotion Hands Free Paper Towel Dispenser (SS)	\$300	\$0
1	Vacant/Occupied LED Indicators	\$125	\$125		Foaming or Liquid Soap Dispensers	\$40	\$0
	Custom stain color (per trailer foot)	\$35	\$0	3	Hands Free GoJo Soap Dispensers	\$80	\$240
1	Water tank/pump, 135 gallons	\$780	\$780		Hands Free GoJo Soap Dispensers (SS)	\$120	\$0
	Water tank/pump, 225 gallons	\$890	\$0		Automatic Fragrance Dispensers	\$80	\$0
	Water tank/pump, 300 gallons	\$1,250	\$0	3	Stainless Steel Garbage Can (each)	\$90	\$270
	Water tank & pump, 400 gallons	\$1,350	\$0		Sanitary Napkin Disposal SS (each)	\$50	\$0
1	Hot Water Heater (cabinet/utility)	\$275	\$275		Stainless Steel Shelf (each)	\$60	\$0
	Wall heaters (each)	\$210	\$0		Baby Changing Station	\$275	\$0
20	Winter Package (per trailer foot)	\$50	\$1,000		Stereo, Radio with CD Player	\$350	\$0
	Arctic Package (per trailer foot)	\$100	\$0		Speakers each (typically one per room)	\$120	\$0
	RV Propane Heater	\$1,200	\$0	3	Hand Dryer "Air force"	\$410	\$1,230
	220v/50hz power A/C Heat	\$800	\$0	1	Outlets-GFI protected	\$120	\$120
					Kick Plates(Int. of Exterior Door)	\$50	\$0
				1	Wall Mounted Thermostat	\$150	\$150
Options Selected are Highlighted							\$22,771

I approve the options listed above.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Bonnabel and Bucktown Marina Restroom Specifications**

Item #	Specifications	Compliance Comments
1	Trailer to be a minimum size 6' wide by 20' long	Meets
2	Trailer should include a Women's restroom, Men's restroom and ADA Compliant restroom	Meets
3	The necessary aluminum steps, rails and ramp for ADA accessibility. All to be self-contained	Meets
4	Trailer to have one touch hydraulic lowering system	Meets
5	Fresh Water System (105 gallons)	Exceeds (135 gallons)
6	Mirror Frames	Meets
7	3 Each-Dyson Airblade and Hand Dryer or equal	Meets
8	Water Heater	Meets
9	Roof Vents	Meets
10	Winterization Package	Meets
11	6000lb GVWR Minimum	Meets
12	5000lb Top Crank Round A-Frame Jack (ADA)	Meets
13	2 5/16" Top Mount Coupler (10,000lb)	Meets
14	5" Tube Mainframe with Floor under frame (UL)	Exceeds 6" Steel channel main frame with steel walls/ceiling beams
15	Surface Mount Stabilizer Jacks - 2000lb Capacity (UL)	N/A with our Hydraulic Lowering System. Trailer comes to rest on steel frame
16	1/4" Safety Chains with 1/4" Clevis Hook Latch	Meets
17	7'0" Inside Height Minimum	Exceeds 7'3" Interior Height
18	3 Piece A-Frame	Meets
19	5000lb Axle Spindle Minimum	Meets
20	Upgrade -ST235/80R16E Tire, 8B Blackhawk Alum Wheel	Meets
21	3/4" Drymax Decking	Meets
22	1/4" White Smooth Laminated Interior Sidewall Liner	5/8" White FRP Textured Wall Panels
23	One piece formed white ceiling in modules	Meets
24	Insulate side walls and ceiling	Meets
25	12 Volt Fluorescent Light	Meets
26	50A 120V Motor ase Exterior Power Supply (UL)	Meets
27	12 Volt Dome Light in Utility Closet (UL)	Meets
28	12 Volt Wall Switch in Utility Closet	Meets
29	LED Wraparound Tail Lights	Meets
30	SAE Color Coded 12 volt Electrical System	Meets
31	Seven Way trailer End Connector	Meets
32	105 gallon fresh water tank with 2.9 gpm 12v pump	Exceeds 135 gallon fresh water tank
33	Polar White Exterior Color	Meets
34	.030 aluminum exterior	Exceeds .040 aluminum exterior
35	Smooth aluminum fenders	Meets
36	9MBTU Roof Mount A/C w/ 5600 BTU Heat	Exceeds 13,500 BTU Roof Mount A/C w/5600 BTU Heat
37	One piece rubber floor in each module	Meets
38	Electric Winch for landing	Not required for our ramp weight
39	Aluminum Rack and Straps for Ramp and Railings	Spring Loaded Bolts to Lock Fold up Ramp into Place
40	52" Standard fiberglass Counters with Interior Sink	Meets
41	Standard ADA 12v Toilet	Exceeds Saniflo ADA Macerating Toilet
42	Front Module - ADA Restroom	Men's Restroom
43	Center Module - Women's Restroom	Meets
44	Rear Module - Men's Restroom	ADA Restroom
45	3/8 " Polyethylene Holding Tank	Exceeds tank size 450 gallon vs 360 on Wells Cargo
46	Sight Glass Waste Tank Level Indicator	Meets
47	Add Double Plug Electric Outlet in Utility Closet for Future Equipment	Meets
<b>Interior</b>		
48	High clearance performed sink (ADA compliant)	Meets
49	Self closing faucet with front puch operation	Exceeds Sloan Hands Free Faucet
50	Soap Dispenser	Meets
51	Shatterproof Mirror	Meets
52	Ceramic China Bowl Toilet with wall mounted puch button flush ( ADA Compliant)	Exceeds - Ceramic China Bowl Toilet by Saniflo (ADA Compliant)
53	Toilet Paper Holder	Exceeds - Dual Roll toilet paper holder
54	Paper Towel Dispenser	Meets
55	Waste Basket	Meets
56	Smooth, Mar Resistant Laminated interior walls	White FRP
57	1 piece non skid rubber floor	Meets
58	1 piece ceiling built in air supply and air return	Meets
59	Wall Mounted Thermostat	Meets
60	36" wide entry door (exceeds ADA requirements)	Meets
61	Interior turning radius and exterior landing turing radius -exceeds ADA	Meets
62	Hand rails and grab bars should be 1 1/4" stainless Steel (ADA compliant)	Meets
<b>Exterior</b>		
63	LED Porch Light and Occupancy Indictor Light	Meets
64	3" quick connect waste tank access valve	Meets
65	Waste tank level (Sight Glass)	Meets
66	Fresh water hook up	Meets
67	120 volt 20amp Moter base receptacle	Meets
68	Roof Mounted low profile A/C with heat strip	Meets
69	ADA Ramp System with 1 1/4" Stainless Steel Railing	ADA Compliant Ramp System

TERMS AND CONDITIONS

1. **EFFECT OF THESE TERMS AND CONDITIONS OF SALE AND RENTAL.** The following terms and conditions shall apply to all quotations, purchase orders and order acknowledgments relating to the sale of Seller's goods. Seller shall not be deemed to have waived any of the following terms or conditions, even if Seller fails to object to any contrary or inconsistent provision appearing on, attached to, or incorporated by reference in any purchase order or other document issued by Buyer. Buyer's ordering, acceptance or use of any goods of Seller shall constitute its acceptance of the following terms and conditions without modification.
2. **QUOTED TERMS.** All quoted terms are subject to correction at any time for clerical error, and may be modified or withdrawn by Seller, with or without notice, at any time prior to written acceptance by Buyer. All quotations shall be deemed withdrawn if not accepted in writing by Buyer within 30 days. Quoted prices are based upon information provided by Buyer, including Buyer's estimated annual use, and may be retroactively and prospectively adjusted in the event of any change in any such information. Quoted prices may also be increased at any time to reflect increases in Seller's production and material costs. All agreements and orders are subject to the written approval of an officer of Seller.
3. **PRICES.** Unless otherwise agreed upon in writing by Seller, all prices, payments and references thereto shall be in U.S. dollars. All prices are subject to adjustment to reflect material increases in the price of precious metals included within the goods. Seller reserves the right to invoice goods at prices in effect on the delivery date. Prices do not include sales taxes, use or excise taxes, import or export duties or taxes, finance fees, value added taxes, special permits or licenses, or similar charges. Buyer shall either pay such charges or provide Seller with acceptable exemption certificates. Additionally, unless otherwise agreed upon in writing by Seller, prices do not include any charges for services such as insurance, brokerage fees, or product orientation or training.
4. **PAYMENT.** Unless otherwise agreed upon in writing by Seller, Seller shall have the right to issue invoices to Buyer upon readiness of goods for delivery by Seller, and all invoices shall be due and payable NET 30 DAYS from date of invoice without regard to delays of transportation, inspection or acceptance. Should Seller deem Buyer's financial position or payment practices to be unsatisfactory, cash payment or other security may be required. If Buyer fails to meet such requirements, Seller may discontinue the production and delivery of goods to Buyer and treat such failure at any time thereafter as reasonable grounds for the law full termination of any pending order. Interest shall accrue on any overdue payment at the rate of 1.5% per month, or at the maximum lawful rate of interest, whichever is less.
5. **TITLE AND RISK OF LOSS.** All goods supplied by Seller shall have marketable title, free and clear of any security interest, lien or encumbrance of any third party. Title to the goods, and risk of loss, shall pass to the Buyer upon notice to Buyer of readiness of the goods for delivery. Freight and shipping obligations shall have no bearing on transfer of title or risk of loss. Claims for damages or shortages attributable to Seller must be filed with Seller within 30 days following receipt of goods or notice of loss, which occurs first, and must be accompanied by Seller's packing slip and a detailed description of the claim.
6. **MODIFICATION OR SUSPENSION OF ORDERS.** Requests by Buyer for any modification or change of any order, including, but not limited to, any change in specifications, quantities or delivery obligations, shall be subject to Seller's written acceptance, and may result in adjustments to prices and delivery schedules.
- Any request by Buyer to suspend any order or delay any delivery shall be in writing, and shall be subject to the written consent of Seller. Such suspensions or delays may result in adjustments to prices, payments and delivery schedules. The time required for the subsequent completion of any order may exceed the period of suspension or delay due to Seller's scheduling constraints or other reasons. If a requested suspension is more than 30 days in duration, Buyer shall pay Seller pro rata for the portion of the order completed. In the event that production has proceeded to the point where Seller deems that it cannot reasonably reschedule completion, or the request for suspension is received less than 70 days prior to scheduled delivery, the order shall be completed, invoiced and placed in storage at Buyer's expense. Title to the goods shall thereupon transfer to Buyer. In the event Seller is otherwise unable to deliver the goods when ready due to any other action or inaction of Buyer, Seller shall so notify Buyer. Such inability to deliver shall also be subject to the foregoing provisions.
7. **CANCELLATION OF ORDERS.** Any cancellation of an order shall be in writing. Buyer shall pay Seller 15% of the order to cover Seller's costs (more for custom units).
8. **LIMITED WARRANTY.** Except as otherwise specifically set forth herein, Seller warrants only that goods furnished by Seller shall conform to the specifications set forth on the final order acknowledgment issued by Seller. Unless otherwise agreed upon in writing by Seller, this limited warranty shall be in effect during a period of 90 days following the date of shipment of the goods. Individual components are covered by manufacturers warranty and are not the responsibility of the Seller.
- To obtain consideration under this limited warranty, Buyer must first send written notice to Seller's facility, stating in what respect the goods are believed by Buyer to be defective. Failure to give such notice within the warranty period shall be a waiver of this limited warranty and no assistance or other action thereafter taken by Seller shall be deemed to extend or revive the warranty period.
- Any goods believed by Buyer to be defective shall be returned by Buyer to Seller's facility, transportation prepaid, for examination by Seller. No goods shall be returned to Seller unless Buyer first obtains a return authorization from Seller. If, in Seller's sole judgment, the goods returned by Buyer are defective and covered under this limited warranty, Seller shall have the option of repairing or replacing such goods, at Seller's charge, provided that such goods are returned to Seller's facility, transportation prepaid.
- This limited warranty shall not apply to goods which, in Seller's sole judgment, have been the subject of misissue, misuse, abuse, accident, misapplication, tampering or alteration; nor shall it apply to goods damaged by acts of God, war or civil insurrection, improper assembly, installation, operation, maintenance or storage, or other than normal application, use or service, including, without limitation, failures caused by foreign materials, erosion, or wear and tear.
- This limited warranty shall not cover, and Seller shall not under any circumstances be liable for, damages for injuries to persons or property; loss of product; loss of profits; loss of use; expenses of labor, travel or other items relating to the removal, replacement or recall of defective goods; damages resulting from the removal of defective goods or the installation of repaired or replacement goods; expenses relating to the transportation of goods to and from Seller's facility; damages resulting from any consequential, incidental, contingent or special damages, whether arising in contract, in tort or under statute; or any other damages or expenses not agreed upon in writing by Seller, even if Seller has been advised of the potential for any such damages or expenses. In no event shall Seller's total liability exceed the specific purchase price of the subject goods. **THIS LIMITED WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE.** No person is authorized to give any other warranty or to assume any other liability on Seller's behalf.
9. **PATENT INFRINGEMENT.** If a claim is asserted based on infringement of a United States patent relating to any part of the goods (other than a part based on specifications provided by Buyer), Seller, at its expense, shall either replace or modify such part with a non-infringing part or procure for Buyer the right to use such part, provided that Seller is given a full opportunity to conduct all negotiations in respect of such claims, but in no event shall Seller have any liability for losses arising from any use or nonuse of any infringing part. The foregoing provisions fully set forth Seller's only responsibilities, and Seller's exclusive remedies, with respect to any infringement by any part of the goods supplied to Buyer, and SELLER EXPRESSLY DISCLAIMS ANY OTHER WARRANTY AGAINST INFRINGEMENT, WHETHER EXPRESS OR IMPLIED. Buyer shall defend and hold Seller harmless from and against any claim of infringement for any part of the goods designed or manufactured to Buyer's specifications, including the use thereof in combination with other components, materials or processes.
10. **FORCE MAJEURE.** In no event shall Seller be liable for any non-performance, delay in performance, or any other variation from Seller's performance obligations, nor for any loss or damage to any goods supplied to Buyer, when occasioned directly or indirectly by any cause beyond the reasonable control of Seller or its suppliers, vendors, subcontractors, or other representatives or agents, including, but not limited to, communication line failures; power failures; natural disasters or acts of God; acts of criminals or a public enemy; war; riot; official or unofficial acts; contracts, regulations or restrictions of any domestic or foreign governmental agency; acts of Buyer or its employees, representatives or agents; strikes or labor difficulties; or failures, shortages or delays in Seller's usual sources of labor or materials. Seller shall automatically be entitled to a reasonable extension of all periods of performance when delayed by any such cause.
11. **INSPECTIONS.** If Buyer is permitted by Seller to inspect Seller's facilities or processes, Buyer shall not photograph or make any other visual or audio recording thereof.
12. **ASSIGNMENT.** Unless otherwise agreed upon in writing by Seller, Seller shall have the right to assign or subcontract the performance of any of its obligations under any order. Any attempted assignment by Buyer of any of its rights or obligations under any order shall be null and void in the absence of Seller's prior written consent.
13. **INDEPENDENT CONTRACTOR.** At all times, Seller shall be deemed an independent contractor of Buyer, and not a partner, joint venture, employee or agent of Buyer.
14. **REGULATORY COMPLIANCE.** Buyer shall comply with all applicable laws, regulations and rules governing goods furnished by Seller, including, but not limited to, safety and health standards, environmental regulations, technical standards and export controls.
15. **DISPUTES.** Buyer and Seller shall use their best efforts to resolve in an amicable manner any dispute arising in connection with any order. In the event that Buyer believes that Seller is not in full compliance with its obligations hereunder, Buyer shall notify Seller in writing and Seller shall take reasonable measures to remedy the alleged non-compliance within 30 days following its receipt of said notice. Any dispute which is not so settled or resolved shall, within a reasonable period of time thereafter, be submitted to arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the arbitrated award may be entered in any court of competent jurisdiction. Allocation of the costs of arbitration shall be determined by the arbitrator, and each party shall bear its own attorneys' fees. Unless otherwise agreed between the parties, arbitration hearings shall be held in McHenry, Illinois, U.S.A.
16. **INTERPRETATION.** These terms and conditions shall be governed by and construed in accordance with the laws of the State of Illinois, including such State's Uniform Commercial Code, without giving effect to principles of conflict of laws. Whenever any conflict exists between these terms and conditions and any provision of such Uniform Commercial Code, these terms and conditions shall govern. The section headings contained herein have been inserted for convenience only, and shall not be considered in interpreting any term or condition hereof. If any term or condition contained herein is found to be invalid or unenforceable, it shall be deemed stricken herefrom without affecting the remaining terms or conditions hereof. Seller's failure to require the performance of any term or condition hereof shall not affect Seller's right thereafter to enforce that or any other term or condition hereof.
17. **NOTICE.** All notices and other communications required hereunder shall be in writing and delivered by e-mail, facsimile, telegram, overnight carrier, or certified or registered mail, postage prepaid, return receipt requested. Any such notice shall be deemed to have been given on the date it is received during regular office hours at the address listed on the applicable order or at such other address as the affected party may have previously designated for notices.
- Last Revised 10/04
18. Substitution: Seller reserves the right to change substitute items with equal or better items.
19. Insurance: Buyer(renter) to provide insurance to cover the equipment while in the buyers possession during the rental period.
20. These Terms and Conditions apply for all types of business transactions including but not limited to Sales, rental, and all uses of our products. Buyer, renter or lessee represents the paying customer for any type of business transaction and the Seller or lessor represents Comforts of Home for all terms and conditions.

I the undersigned understand and agree fully with these terms and conditions:

Company Name (where applicable): \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_