



This agreement is between **Mr. John** (hereafter known as Lessor) and (hereafter known as Lessee)

Lessor agrees to rent **(1) Restroom Trailer** to lessee to be delivered and placed on level ground on approximately //2017.

- Lessee is responsible for all applicable permits and local sales tax.
- Access to main power source within 100' of trailer location as well as (3) separate 20-amp 110v circuits necessary for full function use of trailer. Standard 3-prong Edison plug outlets are required. Generator power (if applicable) requires minimum of 6,000-watt generator.
- Access to a water source with 30-50 psi within 100' of trailer location. A standard ¾' garden hose fitting is required for water service to the trailer.
- Restroom trailer must be placed on level ground. Prices subject to site inspection.
- All equipment subject to availability at time of contract signing.
- Indemnification. Lessee must provide personal liability insurance and agree to indemnify and hold Lessor, its officers, agents and employees harmless from and against all liabilities, claims, actions, proceedings, damages, losses, costs and expenses, including attorney's fees for all injuries or death of any person, or damage to any property while in my possession.
- Lessee is responsible for any and all damage to trailer while on their property. Lessee must provide proof of insurance to cover entire replacement value of unit and must name Lessor as additionally insured. Total replacement value \$
- Lessee/Lessor must monitor waste & water levels - \$500 charge for overflow or lack of water to flush – plus damages.
- Lessor will provide the following equipment and supplies necessary for proper operation of trailer and individual restroom stalls: Toilet paper installed on wall mounts with extra rolls in storage cabinets, Paper towels for dispenser units, liquid hand soap in dispenser unit

Trailer is to be delivered and set up by Lessor per manufacturer's recommendations to [event address]. Trailer will be removed from same property on or about 9/19/2016.

The total package price for specified event shall be:
See Attached Quotes

\$0.00 Deposit with signed contract. Balance to be paid 10 days prior to event.

I acknowledge that I have examined the Trailer and individual rooms, seen it in operation and that its condition is acceptable. I agree to surrender the Trailer upon termination hereof, in as good order and condition as when received, except for reasonable wear and tear resulting from proper use, and if returned unclean, I may be charged a reasonable cleaning fee. I agree to keep and maintain the equipment in good condition and comply with all applicable laws and regulations. _____ (Initial after delivery & inspection.)

By: _____
Lessor

By: _____
Lessee

Terms and Conditions

1. Customer has inspected the equipment and deemed it clean, in good condition, and appropriate for his/her needs.
2. Customer will not alter or make attachments to the equipment.
3. Customer will immediately notify MR. JOHN and discontinue use of the equipment if it becomes unsafe or in disrepair.
4. Customer chooses the site for installing the equipment and accepts all responsibility in connection with that choice of location. Customer quote is based on: easy access to site, firm and level ground, and a dry location. In addition, trailers are inoperable at extreme inclines and may deem a location unacceptable or subject to additional charges.
5. Without the prior written consent of MR. JOHN, the customer will not assign this Agreement or any rights or obligations hereunder and will not transfer possession or control of the equipment.
6. The average setup time is two hours. If through no fault of the driver, (i.e. the site is not ready) the setup takes longer than the average 2 hours, the charge will be \$150 per hour for each additional hour. Any site changes after delivery begins will be charged accordingly during set up and are payable by credit card.
7. Lessee is responsible for cost of replacement and repairs due to fire, theft, carelessness, accidental damage, vandalism or riot and agrees to return rental equipment to MR. JOHN in delivered condition, ordinary use and wear excepted.
8. MR. JOHN reserves the right to make equipment substitutions of equal or better quality. MR. JOHN may subcontract some or all of its services when necessary.
9. Price quoted is based on open access to all specified sanitary facility locations for placement, pumping, and removal. Failure to provide access will void guarantee of placement, pumping, or removal as per schedule.
10. If the customer fails to make any payment or fails to perform any obligation due hereunder, MR. JOHN may pursue all remedies available by law or in equity, including termination of this Agreement without notice, repossession of the equipment without legal process, and recovery of all sums due hereunder. Such remedies shall be cumulative. Customer shall pay MR. JOHN all costs of recovery of equipment and payment.
11. MR. JOHN is not to be held liable for the performance of the trailer with temperatures at or below freezing, or any conditions or climates beyond their control, including Work Strikes or shortage of materials.