

Restroom Rental & Service Agreement

Payment and Deposit: The Customer's reservation with the owner is guaranteed and confirmed upon receipt of their signed contract, and a 50% deposit of the rental service fee. Deposits may be made by cash, credit card, cashier's check or ACH. The remaining balance is due one week prior to The Customer's event.

Cancellation: Once reserved, all items are withheld from inventory for your event. The 50% deposit of each item is non-refundable for all cancellations within 60 days of the event. Cancellations made in writing 60 days or more prior of the event will be reimbursed 50% of deposit amount.

This Order contains a Restroom Trailer: It is The Customer's responsibility to provide the appropriate electrical power unless communicated to the owner. The portable restroom must be located on a level area not more than 100 ft from the main power source.

It is the Customer's responsibility to have running water to the location of the Restroom Trailer. This water is used for hand wash sinks and flushing. If The Customer does not have access to water, this must be communicated to the owner prior to signing the contract.

The Restroom Trailer must be always clear and accessible for the service truck. The Restroom Trailer cannot be moved or removed from the delivered event site without specific written permission from the owner.

The Customer agrees to pay for all damages to or loss of the Restroom Trailer as an insurer, regardless of cause or fault, except for reasonable wear and tear, while the portable restrooms are at The Customer's event site.

The Restroom Trailer is delivered free of visible damage and/or graffiti. <u>The Customer will be responsible</u> and charged for any damages or replacement costs incurred from repairing such damage.

For rentals longer than one week, the Restroom Trailer's waste tank must be pumped weekly. Cleaning must include replacing necessary paper products.

Permits and Licenses: The Customer shall obtain and assume the cost of any permits or licenses if required by local or county ordinances. If the event is shut down due to lack of proper permits, the owner will not be held liable for any loss.

<u>Grant Access</u>: The Customer agrees to grant the owner access to drive on property to location of rental items for delivery and removal. <u>Lavish Loos, LLC. will not be held responsible for ground damage due to delivery, removal or servicing of items.</u>

Identification: The Customer agrees that the owner identifying marks, including logos, trademarks, service marks, and trade names may appear on the Restroom Trailer while in use by The Customer.

Inspection: The Customer agrees to inspect all items and verify quantity and condition before accepting possession. All items accepted shall be in satisfactory condition.

If an appointed representative or agent is not available to verify quantities at the time of delivery, the count of the owner is considered accurate, acceptable, and binding.

Warranties: The owner makes no warranties either expressed or implied. There is no warranty that any rental or sale item is suited for The Customer's intended use.

<u>Use and Care of Items:</u> The Customer agrees that before use, the proper operation and use of any item will be understood by The Customer or The Customer's appointed representative.

Acceptance of Risk: All equipment is used at the risk of The Customer. Conditions which prevent satisfactory use do not relieve The Customer from responsibility of rental charges. The Customer accepts any item as is and assumes all risks. It is expressly understood and agreed by The Customer that the owner shall not be liable in any manner and shall be held harmless for any injuries or damages caused to person, property, material, or articles whatsoever while in, under, near or about, or during use of any property rented from the owner.

The owner shall not be liable and shall be held harmless for injuries or damages caused by, but not limited to: fire, rain, hail, sleet, snow, storms, high winds, tornadoes, floods or other disturbances of nature or other equipment falling by reason thereof to any person, material or articles while in, under, near or about, or during use of any property rented from the owner.

<u>Alteration to Equipment:</u> Any item returned in an altered state will be charged an additional cleaning fee.

Contracted Rental Price: _____

Customer Printed Name: _____

Customer Signature: ______Date: _____Date: _____