

PORTABLE RESTROOM EVENT RENTAL AGREEMENT

[YOUR COMPANY NAME] · [ADDRESS] · [PHONE] · [EMAIL] · [WEBSITE]

1. ORDER DETAILS

CUSTOMER / ORGANIZATION	_____
BILLING CONTACT, PHONE, EMAIL	_____
EVENT NAME	_____
EVENT SITE ADDRESS	_____
ON-SITE CONTACT AND CELL PHONE	_____
DELIVERY DATE AND WINDOW	_____
EVENT DATE(S) AND HOURS	_____
PICKUP DATE AND WINDOW	_____
ESTIMATED ATTENDANCE (INCL. STAFF, VENDORS, VOLUNTEERS)	_____
ALCOHOL SERVED?	Yes / No
FOOD SERVED?	Yes / No
EXPECTED HIGH TEMP 80°F OR MORE?	Yes / No
OPEN TO THE PUBLIC?	Yes / No

2. EQUIPMENT, SERVICES AND PRICING

ITEM	QTY	RATE	AMOUNT
Standard portable restroom		[\$]	
ADA-accessible portable restroom		[\$]	
Hand wash station		[\$]	
Deluxe / flushing unit or restroom trailer		[\$]	
Mid-event service (per unit, per visit)		[\$]	
Delivery and pickup		[\$]	
[Other fee, e.g. after-hours or long-distance delivery]		[\$]	
SALES TAX (IF APPLICABLE)			
TOTAL			

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2. EQUIPMENT, SERVICES AND PRICING CONTINUED

Deposit due at booking: [\$] Balance due by: [date]

3. HOW MANY UNITS THE CUSTOMER NEEDS

- 3.1 The Company will recommend a number of standard units, accessible units and hand wash stations based on the attendance, event length, weather, food and alcohol information the Customer provides. The Customer is responsible for giving accurate information and telling the Company promptly if it changes.
- 3.2 If the Customer orders fewer units or fewer service visits than the Company recommends, the Customer accepts the risk of long lines, overflow and unsanitary conditions. Any extra service calls needed as a result will be charged at the rates in Section 2.
- 3.3 Customer initials if ordering fewer than recommended: _____ (Recommended: [#] standard, [#] accessible, [#] hand wash.)

4. ACCESSIBILITY

- 4.1 For events open to the public, the 2010 ADA Standards call for at least 5% of portable restrooms in each cluster – rounded up to the next whole unit – to be accessible units marked with the International Symbol of Accessibility.
- 4.2 The Customer, as event host, is responsible for providing an accessible route to the accessible units (firm, stable, and level) and for choosing placement locations that make this possible.

5. DELIVERY, PLACEMENT AND ACCESS

- 5.1 The Customer will provide a placement location that is firm and level, free of overhead lines and obstructions, and that the Company's service truck can safely reach within [15] feet. The Customer or a representative will be on site at delivery or will provide a placement map or photo beforehand.
- 5.2 The Customer will disclose gate codes, locked areas, sprinkler heads, septic systems, and private underground lines. If stakes or anchors are needed, the Company may request a utility locate through 811 first.
- 5.3 Delivery and pickup times are estimates. The Company is not responsible for delays caused by weather, road conditions, site access problems, or events outside its reasonable control.
- 5.4 Driving a service truck onto lawns, fields or unpaved surfaces at the Customer's request may leave ruts or marks. The Company is not responsible for surface damage unless caused by the Company's negligence.

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6. SERVICING

- 6.1 Each unit will be delivered clean and stocked with toilet paper, deodorizer and hand sanitizer. Service visits include pumping waste, cleaning, and restocking supplies.
- 6.2 If a unit is blocked or unsafe to reach on a scheduled service visit, the Company may skip it until the next visit and will still charge for that visit. A return trip requested by the Customer is charged at [\$] per trip.
- 6.3 Waste will be transported and disposed of at a permitted facility in accordance with applicable law.

7. PROPER USE

- 7.1 Only human waste and toilet paper may go into the units. Trash, food, grease, diapers, needles or medical waste, chemicals, paint, and construction debris are not allowed.
- 7.2 If prohibited materials are found, the Customer will pay the reasonable cost of removal, special handling and disposal, plus a [\$] contamination fee.
- 7.3 The Customer will not move, tip, lift or attach anything to the units. Only the Company may relocate units. Relocation requests are billed at [\$] per unit.
- 7.4 The Customer will keep units away from open flames, grills, heaters, fire pits, fireworks, and vehicle traffic lanes.

8. CUSTOMER RESPONSIBILITY FOR THE UNITS

The Customer is responsible for loss of or damage to the units from delivery until pickup, except for normal wear and tear, manufacturer defects, and damage caused by the Company. Charges for damage, theft, vandalism, tip-overs and missing units are set out in the Company's *Damage, Lost Unit and Vandalism Policy*, which is part of this Agreement. The Customer will report damage, tip-overs or missing units to the Company as soon as they are discovered.

9. CHANGES AND CANCELLATION

- 9.1 Cancellations received more than [#] days before delivery: deposit [refunded / kept]. Cancellations within [#] days of delivery: [amount or % of order] charged.
- 9.2 Changes to quantity or dates depend on availability and may change the price.

10. PAYMENT

- 10.1 The deposit is due at booking and the balance is due on the date in Section 2. The Company accepts [card, ACH, check, cash].
- 10.2 Unpaid balances are charged a late fee of [1.5]% per month, or the highest rate allowed by law if lower, starting [#] days after the due date. Returned payments are charged [\$], or the highest amount allowed by law.
- 10.3 [OPTIONAL] A surcharge of [#]% applies to payments made by credit card. No surcharge applies to debit cards. *(Delete if not applicable or prohibited in your state.)*

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11. PERMITS

The Customer is responsible for any event, park, street-use or health department permits the event needs, unless the Company agrees in writing to obtain them. Some local jurisdictions set their own requirements for the number of restrooms or hand wash stations at events.

12. RESPONSIBILITY FOR CLAIMS

- 12.1 Each party is responsible for injuries, property damage and claims to the extent caused by its own negligence, misconduct or breach of this Agreement. Each party will defend and indemnify the other against claims to that extent.
- 12.2 To the extent allowed by law, neither party is liable to the other for lost profits or indirect, incidental or consequential damages.
- 12.3 The Company maintains commercial general liability and commercial auto insurance and will provide a certificate of insurance on request.

13. GENERAL TERMS

- 13.1 This Agreement, including the Damage, Lost Unit and Vandalism Policy and any written quote it refers to, is the entire agreement between the parties. Changes must be in writing and accepted by both parties.
- 13.2 This Agreement may be signed electronically; electronic signatures have the same effect as originals.
- 13.3 If any part of this Agreement is found unenforceable, the rest stays in effect. This Agreement is governed by the laws of the State of [STATE].
- 13.4 Neither party is responsible for delays or failures caused by severe weather, natural disasters, government orders, or other events outside its reasonable control.

SIGNATURES

COMPANY: [YOUR COMPANY NAME]

CUSTOMER

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

DATE

DATE