



PORTABLE TOILET RENTAL AGREEMENT

Toilets are only available for use from May 1-October 31

Pick-up and drop-off times are Monday-Friday between 8am and 4pm

Thank you for renting a portable toilet with The Town of Lake City. Please review our Rental Agreement for all portable toilet rentals and be advised that this Rental Agreement will need to be accepted for us to deliver to your site.

SERVICES RENDERED: The Town of Lake City agrees to furnish the equipment for the rental of the portable toilet(s). The customer is responsible for the removal of liquid waste and the cleaning of each unit as specified by the Town of Lake City. The customer shall contact Gunnison Construction and Septic Inc (970) 641-2658 or The Turd Herder (970) 641-7450 for portable toilet service. Portable toilet service must be scheduled within seven business days of a completed application and at a minimum 30 days before delivery of portable toilet(s). If service is not scheduled, then there will be no delivery and rental fee and deposit will be refunded.

BINDING EFFECT: This Agreement is a legally binding contract on both the part of The Town of Lake City and Customer and their respective heirs, successors, and assignees in accordance with the terms and conditions put forth herein.

TOILET RENTAL: This agreement shall include the rental of a portable toilet, along with the initial replenishment of fresh water, deodorant, and toilet paper upon delivery. Only human waste is permitted in the toilet. No garbage or toxic materials of any kind are permitted to be disposed of in the toilet. The Town of Lake City reserves the right to remove the unit from site that is not in compliance. No refunds will be given for days not used for non-compliant toilets.

PRICING: A Regular Portable Toilet rental fee is \$50.00 per day of use and the ADA Portable Toilet rental fee is \$75.00 per day of use. Delivery/Pickup fee of \$100. Emergency service for tip-overs will result in a \$100.00 additional charge per portable toilet based on location and schedule. The Town of Lake City does not pro-rate for unused days if the toilet is picked up early.

PAYMENT: Upon entering into this agreement: ***The customer is required to give The Town of Lake City a flat \$400 refundable deposit for portable toilet rentals.*** Unless otherwise agreed the customer shall make payment for all quoted services, by either Major Credit Card, Cash, Money Order or Check. The customer further agrees to pay all additional charges, such as additional rental fees, damages, failure to service, or any costs because of damage to Town

equipment from customer negligence, or from removal of hazardous or prohibited material. Customers that pay by credit card and incur additional fees will have the credit card charged for those fees. In the event Customer fails to perform its obligation to remit payment, and payment is collected through an attorney, collection agency or other proceedings, then Customer agrees to pay in addition to the amount due, reasonable attorney's fees, court costs, interests, and other applicable fees.

DELIVERY OF EQUIPMENT: Delivery times provided by The Town of Lake City are approximate. Max delivery area is not to exceed seven miles from the town limits. The Town of Lake City shall have no liability for failure or delay in delivery or failure to notify Customer of any delay or non-delivery. The Town of Lake City is not responsible for the Customer's failure to designate unit placement at delivery. If unit is set in an undesired area because Customer failed to designate placement area and The Town of Lake City is asked to return, The Town of Lake City reserves the right to charge a relocation fee of \$100. Toilets CAN NOT be placed on sidewalks, in backyards, through gates, or up/downstairs. Relocation of the unit will be performed at The Town of Lake City's earliest convenience. Customer agrees not to remove units from site or permit the units to be removed from the site without The Town of Lake City expressed written consent.

SITE MOVE: Do not move toilets, customer will be responsible for any damage caused by moving the toilet. Please contact The Town Hall to move the toilet(s) to a new location. Scheduling a toilet move will incur a location fee.

RETURN OF EQUIPMENT: It is the responsibility of the Customer to notify The Town of Lake City when the unit(s) have been serviced (removal of liquid waste) and cleaned and are ready to be picked up. If Customer fails to service and/or clean the unit(s) before pickup, then the Customer's deposit will not be refunded. However, the Customer is still liable for any damage, lost, stolen, burned equipment until the said time The Town of Lake City picks up the equipment. Our standard time is 48 hours after the pickup request has been processed. All requests submitted after 2:00 pm will be processed as of the next full business day. The customer agrees to return the equipment rented in as good condition as when received.

LIMITATION OF LIABILITY: The Town of Lake City shall not be liable for damage to pavements or other driving surfaces resulting from the weight of vehicles servicing the equipment location designated by Customer, nor for any damages incurred while executing Customer's directions. In no event shall The Town of Lake City, its members, managers, employees, agents, attorneys, insurers, affiliates, successors, or assigns be liable for: i) any claim, loss, damage or expense of any kind (including strict liability in tort) arising out of or related to the ownership, selection, possession, lease, operation, control, use, maintenance, delivery or return of the equipment; ii) incidental, indirect, special or consequential damages (including loss of profits or production), whether suffered by Customer or any third party, no matter the cause; or, iii) any amount in

excess of the amount The Town of Lake City receives from Customer as payment under this Agreement.

DAMAGE TO UNIT: Customer agrees to return all equipment furnished under this Agreement to The Town of Lake City in the same condition as delivered, subject only to normal wear and tear. Customer shall bear the risk of loss and damage to equipment. In the event of damage, Customer shall pay the lesser of (a) the cost or repair, or (b) the cost of replacement. The cost of replacement of a regular portable toilet is agreed to be \$1100, and the cost of a replacement of an ADA portable toilet is agreed to be \$2400, which will be billed to the Customer in the event of loss. No loss or damage to equipment, in whole or in part, shall impair Customer's payment obligations under this Agreement. The following additional fees will be applied for missing/damaged items:

- Missing toilet paper rod: \$10
- Missing portable toilet keys: \$10

AUTHORITY: The signer below represents and warrants that he/she has read the document and understands its contents and is duly authorized to carry out this agreement and agrees to reimburse the company for all expenses or damages incurred. The customer understands and agrees that all services rendered to the individual/company for whom he/she is the responsible party are charged directly to him/her and that he/she is personally responsible for payment. The customer understands that if service is suspended or terminated, any fees for services rendered to him/her will be immediately due and payable.

Customer's Signature: _____ Date: _____



Portable Toilet Rental Application

Application Date: _____

Organization: _____

Applicant's Name: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Phone Number: _____

Email: _____

of Regular Portable Toilet (up to 4): _____ # of ADA Portable Toilets (up to 2) _____

Rental Dates:

From: Month: _____ Day: _____ Year: _____

To: Month: _____ Day: _____ Year: _____