

## 2022 TERMS AND REQUIREMENTS:

### Swanky Restroom Trailers and R & D Rental Agreement for Restroom Trailers

Lessor will provide all supplies necessary for proper operation of the trailer and individual restroom stalls (garden hose, extension cords, toilet paper, paper towels and liquid soap.)

Trailer is to be delivered and set-up by Lessor per manufacturer's recommendations.

Delivery time will be scheduled at least 5 days before date of event. Rental is for a 24-hour period. If trailer is needed for the day before USE or day after USE an additional fee might be applied. Lessor must be informed to ensure trailer can handle extra usage and is available. Delivery is usually on the Thursday or Friday before. Please take note that sometimes we will have to deliver the morning of your event.

Access to garden water hose hook-up within 100ft. Unless Onboard Water Tank is included. Access to main power source within 50ft of trailer location. Exceptions to meet 100ft will be decided on site if feasible. Must be a 20amp 120v outlet. If power requirement cannot be met a generator will need to be supplied (minimum 3000 watts designated to trailer)

Customer will make no attachments or alterations to the equipment. Do not attach, duct tape, lean equipment, or place tents where damage could occur.

Customer chooses a site for installing the equipment and accepts all responsibility in connection with that choice of location. This quote is based on: easy access to site, firm and level ground, and a dry location. Keep in mind that trailers are inoperable on inclines and we may deem a location unacceptable. We are not responsible for lawn/ground damage from truck or trailer. Please remember this if it is going to rain. We must remove trailer on pick up date noted.

On delivery customer will inspect the equipment and deemed it in good condition, appropriate for his or her needs and clean.

Lessee is responsible for cost of replacement and repairs due to fire, theft, carelessness, accidental damage, vandalism, or riot and agrees to return equipment to Swanky Restroom Trailers and R & D in delivered condition, with ordinary use and wear accepted.

Lessee is responsible for any damage to trailer or any décor contents while on their property.

Lessee agrees to not move trailer from set-up location. If trailer has to be moved -fuel and time charge will incur.

Without written consent from Swanky Restroom Trailers or R & D, the customer will not assign this Agreement or any rights or obligations hereunder and will not transfer possession or control of the equipment.

Customer will immediately notify Gretchen Menard- Owner 810-265-9026 or Ray Birchmeier – Owner 989-233-4382 if the equipment becomes unsafe or in disrepair.

Swanky Restroom Trailers and R & D shall not be liable for any damages if compliance with this contract becomes impossible due to natural disaster, fire, flood, act of God or act of terrorism.

Swanky Trailers and R & D reserves the right to make equipment substitutions of equal or better quality and shall not be liable for any failure to perform caused by weather, strikes, shortage of materials or cause beyond its control. Swanky Trailers and R & D may subcontract some or all its services when necessary.

Customer agrees to in all events indemnify and hold Swanky Restroom Trailers and R & D harmless in respect to any and all claims or suits made or filed against Swanky Restroom Trailers and R & D for bodily injury and/or property damage growing out of the use of the Property, it being agreed that upon its delivery to Customer, the Property has passed out of the control of Swanky Restroom Trailers and R & D and control is assumed by Customer.

Customer cancellation request will adhere to the following refund policy: \$100 of the initial deposit is non-refundable: thereafter, use the following schedule to determine refund or date change:

- 91 to 120 days' or more notice = Deposit minus \$100 or 100% of total deposit can be applied to a new date
- 61 to 90 days' notice= Deposit minus \$200 OR 100% of total deposit can be applied to a new date
- 31 to 60 days' notice = 0% refund of deposit or 75% of total deposit can be applied to a new date
- 0-30 Days = 0% refund of deposit

PAYMENT TERMS: 30% due at time of reservation. Balance due upon delivery of trailer.

**\*\*\* Placement of deposit is my acceptance of the agreement of Terms & Conditions.**

Gretchen Menard -Poopy's Potties LLC dba Swanky Restroom Trailers / Ray Birchmeier – R & D  
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