

TERMS & CONDITIONS

In consideration of renting equipment from Big Top Party Rental it is agreed as follows:

Portable Restroom Trailer Rental Terms & Conditions (As of February 21, 2023)

1. Customer may not move restroom trailer without the written consent of Big Top Party Rental (BTPR). When the trailer is delivered it is leveled off by delivery personnel. Moving the trailer can cause the restroom not to work properly.
2. No alterations to the trailer may be made at anytime. This includes, but not limited to, using tape, paint, screws, rope, wire, string, glue or nails to hang or add items.
3. Restroom trailer is towed and will be delivered by a Ford F550. It's recommended to be placed on pavement. If customer wants the restroom placed on grass customer assumes all risk of any possible damage to property.
4. A security deposit of \$300 will be required on all restroom trailer rentals. Deposit will be kept if any vandalism occurs, waste has to be cleaned up off walls, ceilings, doors, or floor. Customer will be responsible for paying any additional costs that exceed \$300 to repair or clean.
5. Customer will be given a key to lock the restroom when not in use. The replacement cost for the key is \$20.00.
6. All of our restroom trailer units do require electricity. We will need a dedicated 20 AMP Circuit to power restroom trailer. It is the customer's responsibility to make sure nothing else is drawing power off the circuit the trailer is using. We do rent generators if electricity is an issue. An additional fee will apply and we must know in advance to check availability.
7. It is the responsibility of the customer to inspect the equipment and deem it in good condition on delivery, appropriate for his or her needs and clean. If there are any concerns about safety or cleanliness please text 978-505-0077.
8. Customer chooses the 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 at extreme inclines and we may deem a location unacceptable or subject to additional charges. **Trailer is 7' 6" Wide x 19' Long x 11' 7" Tall.**
9. The average setup time is one hour per trailer. If through no fault of BTPR driver, (for example, the site is not ready, personnel are not available to accept delivery, etc.) the setup takes longer than the average 1 hour, the charge will be \$75 per hour per person for each additional hour including wait time. Any site changes after delivery begins will be charged accordingly.
10. Prior to delivery, the customer will provide BTPR by email with detailed setup information (i.e., distance to water supply, distance to electrical source, trailer placement location, etc.). If this information is not correct, the customer will be charged for extra time on site and the cost of purchasing additional materials needed for setup. Customer will be required to supply 200 gallons of water from a working water spigot.
11. Fresh water tank holds 150 gallons and waste tank holds up to 400 gallons.
12. Customer is responsible for cost of replacement and repairs due to fire, theft, carelessness, accidental damage, vandalism or riot and agrees to return equipment to BTPR in delivered condition, with ordinary use and wear accepted.
13. Without written consent from BTPR, the customer will not assign this Agreement or any rights or obligations hereunder and will not transfer possession or control of the equipment.
14. If the customer fails to make any payment or fails to perform any obligation due hereunder, BTPR may pursue all remedies available by law or in equity, including termination of the agreement without notice, repossession of the equipment without legal process and recovery of all sums due hereunder. Customer shall pay BTPR all costs of recovery of payment, including legal fees, interest, etc.

15. Customer will immediately notify BTPR if the equipment becomes unsafe or in disrepair.
16. BTPR shall not be liable for any damages if compliance with this contract becomes impossible due to natural disaster, fire, flood, act of God, act of terrorism, act of confiscation by the U.S. Government for any reason or act of war.
17. BTPR 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. BTPR may subcontract some or all of its services when necessary.
18. Customer agrees to in all events indemnify and hold BTPR harmless in respect to any and all claims or suits made or filed against BTPR 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 BTPR and control is assumed by Customer.
19. Customer will be issued a set of 7 keys that will lock and unlock the trailer. Cabinet key, main stall key, mechanical room key, paper towel key, men's/unisex Thermostat, women's thermostat and emergency key if someone locks themselves out of stall. Replacement cost if lost is \$35.00. All keys are labeled to what the key will open.
20. Customer cancellation request will adhere to the following refund policy: \$1,000 will be non-refundable if customer cancels day before delivery. Same day cancellations or after unit is delivered, no refunds will be issued.

<i>Box Width</i>	<i>Box Length</i>	<i>Axles</i>	<i>Overall Length</i>	<i>Interior Height</i>	<i>Overall Height</i>
90"	14'	Single	19'	84"	139"

<i>Curb Weight</i>	<i>Floor Height</i>	<i>Tongue Weight</i>	<i>Fresh Tank Capacity</i>	<i>Holding Tank Capacity</i>	<i>GVWR</i>
5860 LBS	35"	820 LBS	150 Gallons	400 Gallons	7860 LBS

I have read and agree to the entire rental proposal. I acknowledge receipt of a copy of such agreement. Placement of deposit is my acceptance of the agreement of Terms & Conditions.