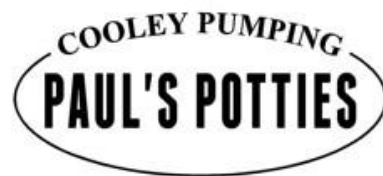


101 Railroad St
Morrison, IA 50657
(319) 345-6080
www.cooleypumping.com



Contract/Rental Agreement for the Luxury Restroom Trailer

Date of Event: _____

Event Name/Location: _____

Our Rental Policies: Please read and understand our policies before placing an order. If you need clarification or have any questions, please ask first. Do not place an order if you do not agree with our policies. Please note, all payments are non-refundable.

1. Reservations and Deposits: Reservations are made on a first-come, first-served basis. No reservation is complete until we have a signed copy of the rental agreement and deposit equal to 50% of your total - no exceptions. You are not booked until your deposit is paid. The rental agreement and deposit are due at the time of booking. The deposit is non-refundable.

2. Payments: The person who makes the reservation is responsible for payment. We accept Visa, Master Card, and Discover credit cards, cash, and checks. A 3% convenience fee will be added when using a credit card payment method. If paying by check, we must receive it 2 weeks prior to the date your equipment is scheduled to be delivered. We do **NOT** accept payments upon arrival.

3. Delivery/Set-up/Pick-up: The restroom trailer will be delivered and picked up with a pickup truck. The location of the trailer must be free from all hazards and obstacles including tree limbs, shrubs, etc. The trailer's preferred position is on a solid surface (i.e., asphalt, concrete, stone driveway, etc.). We prefer **NOT** to park the trailer on dirt, mud, grass, etc. We will not be held liable for ruts, tracks, pavement cracks, lawn/landscape damage, etc. The customer accepts all liability for damages arising from placing the trailer where the customer requests the trailer to be set up. **Once the trailer is set up, it is NOT to be moved (unless by Cooley Pumping personnel, additional fees may apply)! Please determine where the trailer will sit prior to arrival (Dimensions 18' x 8.5'). At delivery and pick-up, please provide an unobstructed path to access equipment. If more than one (1) hour is required for set up or removal, additional charges may apply.** The trailer needs to be within 100' of power with access to at least three (3) separate – 20AMP, 110V circuits. A generator is available to rent if the minimum power/electrical requirements are not met. We will provide 100' of water hose. Any additional hose that is needed must be supplied by the customer. **Please do not flush anything other than toilet paper. There is absolutely no smoking or candles burning in the trailer - no exceptions. There will be a minimum fee of \$250.00 for smoke smell, cigarette/cigar butts, ashes, etc. found in the trailer. The customer will be 100% responsible for any damage or excessive cleaning.**

4. Weather: We will not set up in severe weather, such as, but not limited to, severe thunderstorms, snow, ice, freezing temperatures, high winds, etc. In the event of deteriorating weather conditions, we may make the call to

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pick up rented equipment. If there is a threat of damage to our equipment or personnel, we reserve the right to pick up our equipment at any time without notice.

5. Generators: A generator is available to rent for an additional fee. *Arrangements must be made ahead of time.* Generators are to be kept in a safe, dry area when in the customer's possession. Generators are for outdoor use only and are to only be refueled with **non-ethanol gasoline** (typical run time is 10 hours). Failure to comply with these requirements will result in additional fees for damages.

6. Cancellations: Cancellations must be received three (3) weeks prior to the delivery date and prior to the final payment. If cancellation is made less than two (2) weeks before delivery date, full payment has been made, and the cancelation is approved, a 25% refund may be given.

ATTENTION: IN THIS NEXT SECTION, THE CUSTOMER SHALL BE REFERRED TO AS THE "LESSEE" AND PAUL'S POTTIES/COOLEY PUMPING, LLC AS THE "LESSOR."

Lessee agrees to indemnify and hold lessor harmless from any and all claims, actions, suits, proceeding cost, expenses, damages, and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death of persons or property, in connection with or resulting from the use of equipment including, but not limited to the manufacture, selection, delivery, possession, use, operation, or return of equipment leased from Lessor.

Lessee hereby releases and holds harmless lessor from injuries and damages incurred as a result of the use of said equipment unless the lessor is in the operation of the equipment and is deemed by a court of law to be negligent in its actions. Lessor cannot under any circumstances be held liable for injuries as a result of an act of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless lessor from any loss, damage, theft, or destruction of the equipment during the term of this contract and any extension thereof.

In the event of injury, damage, or loss due to lessees' negligence, the lessee agrees and assumes the duty to mitigate all costs resulting from said injury, damage, or loss.

By signing this contract, the lessee agrees to forgo seeking any consequential damages in the event of any injury, damage, or loss due to lessees' negligence.

This signed agreement in conjunction with a paid deposit contains the entire agreement between the lessor and the lessee. No amendment, whether from previous or subsequent negotiations between the lessee and the lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

Lessee is responsible for all court costs, attorney fees, or any other fees that Paul's Potties/Cooley Pumping, LLC is to put out to enforce this contract/rental agreement.

**Lessee is responsible for any excessive cleaning. Please remove all personal décor items and excess trash outside of receptacles, and fully inspect the trailer before Lessor arrives to pick it up. There will be a \$250 additional cleaning fee if Lessor must clean up vomit, urine, or feces.

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I agree to remove all personal décor items and excess trash from the trailer, and fully inspect it before the Lessor, Paul's Potties/Cooley Pumping, LLC returns to remove it. I fully understand I will be charged a \$250 cleaning fee if the company must clean up vomit, urine, or feces or if there is a smoke smell, cigarette/cigar butts, ashes, etc. found in the trailer. I have read this contract/rental agreement and agree in full to its terms. Paul's Potties/Cooley Pumping, LLC reserves the right to cancel this agreement at any time.

Lessee Print: _____ Event Date: _____

Lessee Signature: _____ Today's Date: _____

Please return this contract/rental agreement within 48 hours with your deposit.

Restroom Trailer Layout:

