



## Mobile Restroom Trailer Agreement

A request form must be filed with the City Manager’s secretary at least one (1) month in advance of the planned event to determine eligibility, availability, and consideration for approval. Requests will be approved on a first-come-first-served availability basis. The Renter agrees to use the MRT for government or non-profit use only, and not for any commercial use or private event.

Upon approval of the Mobile Restroom Trailer Agreement, a \$300 security deposit will be required. The deposit will be refunded after satisfactory inspection of the Mobile Restroom Trailer after the completion of the approved rental. A non-refundable \$50 cleaning fee and a non-refundable \$100 per day use fee will be required.

### I. Renter Information

A. Renter Representative \_\_\_\_\_ Title \_\_\_\_\_

Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

E-mail \_\_\_\_\_

Renter Organization \_\_\_\_\_

Street Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Day of Event Contact \_\_\_\_\_ (Phone) \_\_\_\_\_

(This person should be available the day of the event and present to meet city crews for some information about the MRT)

B. Rental Period Hours of Use: Date: \_\_\_\_\_

Start: \_\_\_\_\_ End: \_\_\_\_\_

(The maximum rental period is 2 days , subject to review and renewal, the equipment may not leave City custody until after rental agreement is signed by all parties. The maximum rental period is also dependent on the physical limitation of the freshwater and wastewater tank capacity).

C. Location of MRT: \_\_\_\_\_

### II. Renter Responsibilities

This Mobile Restroom Trailer Agreement and the responsibilities as outlined hereunder are not transferable without the written approval of the City of Camden (“City”). By executing this Agreement, the Renter agrees to comply with all terms set forth herein and the guidelines associated with rental of the mobile restroom trailer.

No reservation request will be issued on a repetitive basis.

#### A. PRIORITY OF USE

Decisions to grant use of the mobile restroom trailer will be made based on the following prioritized ranking:

1. City of Camden programs/events.
2. Programs of community-wide interest approved, endorsed or co-sponsored by the City of Camden and supporting organizations.

#### B. INSURANCE

The Renter is responsible for the full cost of repair or replacement of any or all of the Mobile Restroom Trailer ("MRT") that is damaged, lost, confiscated, or stolen from the time Renter assumes custody until it is returned to the City. The Renter shall maintain adequate insurance coverage to cover loss or damage to the MRT. A Certificate of Insurance will be required naming the City of Camden as an additional insured. If the MRT is lost, stolen or damaged, the Renter must immediately notify the City.

#### C. USE/DISCLAIMER

The Renter shall be responsible for the proper use of the MRT in accordance with any MRT use procedures. The Renter accepts responsibility for operating the MRT at its sole risk.

The Renter agrees to use the MRT for government or non-profit use only, and not for any commercial use or private event.

MRT use procedures:

Smoking in the MRT is prohibited.

The MRT is for your convenience and should be kept clean.

Please do not flush any feminine products in the toilet and use waste container provided in the stall.

The MRT will be inspected prior to drop off and at the time of pick up. Any graffiti found in the MRT is the responsibility of the Renter who will be charge for cost of repair.

#### D. DELIVERY AND RETURN OF EQUIPMENT

Unless prior arrangements have been made with City of Camden Public Works, city crews will be responsible for the drop off and pick up of the MRT. The location and availability of the MRT is subject to change based on the discretion of city personnel with regards to electrical and water sources and topography.

#### E. MAINTENANCE AND REPAIR

The MRT shall be returned to the City in as good a condition as when received by the Renter. During the Rental Period and prior to return, the Renter agrees to assume all responsibility for the full cost of maintenance and repair. In order to confirm that the MRT is in good working order upon return to the City, at the City's request, the MRT shall be inspected by approved city personnel.

All maintenance and repair of MRT shall be performed by approved city personnel.

Failure to comply with city standards may result in loss of deposit (if applicable) and possible denial of future use.

F. COMPLIANCE WITH LAWS

The Renter shall comply with all federal, state and local laws, ordinances, and regulations, if any, applicable to the use of the MRT.

G. INDEMNIFICATION

In consideration for the MRT rental, the Renter agrees to indemnify, defend and hold the City of Camden harmless from any and all damages, losses, claims, causes of actions, expenses and liability of any nature whatsoever associated with its use of the MRT.

H. HOURS OF USE

1. Normal start time shall be no earlier than sunrise.
2. Normal end time shall be no later than midnight.
3. Hours of operation required outside the stated normal start and end times must be documented in Section IB and are subject for approval.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date set forth below:

AUTHORIZED REPRESENTATIVE  
FOR RENTER

AUTHORIZED REPRESENTATIVE  
FOR THE CITY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_