

SWEET BAY INVESTMENTS, LLC

200 Maryland Ave., Suite B

Cambridge, MD 21613

lmarshall5152@gmail.com

443.205.4415

ESTIMATE GOOD FOR 14 DAYS

Delivery Guide

Thank you for selecting Sweet Bay Investments, LLC for your special event. We pride ourselves in providing you with beautiful, clean restroom trailers and want to make sure your experience with us is a very pleasant one. We are here for you before, during & after your rental.

What to Expect:

1. You will be contacted within 24 hours prior to your event to confirm an arrival time & placement.
2. Installation of the trailer will be conducted before the event begins & removed after the event ends. These times & dates will be agreed upon & noted in your contract prior to the event. We will remove the trailers) at our own discretion in the event of a natural disaster or any event we feel will put our trailers) in high risk of destruction.
3. The balance is due upon installation of the trailer or as noted in your contract
4. A complete & thorough inspection will be done by us with you once the trailer has been set up. A punch list will be written up with your signature to insure damages are accounted for. Another walkthrough inspection will be conducted prior to removal. Any damages incurred during your event to our trailer will be billed directly to you.
5. An attendant will be on location depending on the service we have agreed upon & is noted in your contract. He/she shall be properly & neatly outfitted for the occasion with a Sweet Bay Investments, LLC logoed shirt. The attendant shall remain with the trailer until the end of the event.

Do's & Dont's:

1. DO confirm that you have a garden hose outlet & 110v electrical outlet at the placement site for the trailer prior to delivery as your original placement plans may change (unless we are providing water & generator).
2. DO have someone on-site to accept the trailer, discuss placement, conduct the before & after walkthrough inspections and provide the balance due.
3. DO discuss adding your own flowers, hand towels or any special touches inside the trailer with us prior to your event.
4. DON'T place anything with an open flame (i.e. candles, fireworks, etc) in or around the trailer.
5. DON'T move or alter the trailer from its placement as it will do damage to the trailer & compromise the safety of your guests.
6. DON'T attach or lean anything on the trailer (i.e. tie down a tent, lighting, etc.)
7. DON'T attempt to fix anything with the trailer before discussing with Kyle at 443.521.5061 or Lisa at 443.521.5298. I have read and acknowledge the above directions: _____

Date _____ Please forward a copy of these instructions to your site contact or event coordinator.

RENTAL AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, by and between Sweet Bay Investments, LLC, here-in after referred to as "Suppliers," whose address is, 200 Maryland Ave., Suite B, Cambridge, MD 21613 and _____, _____, _____ hereinafter referred to as "CUSTOMER."

WITNESSETH

1. PROPERTY: Suppliers agree to rent to Customer the following described portable restroom units: (1) _____, (the " Unit(s)"), for placement and operation in the following location(s): _____, City of _____, State of _____ on _____, under the terms and conditions as hereinafter stated.

2. RENTAL RATE: Customer shall pay to Supplier a sum of \$ _____ for the total (includes delivery, set up, pick up) as rental for the Unit(s) herein described. The deposit payment shall be due upon receipt of invoice. Balance payment shall be due Upon Receipt on or before the specified day(s) of 30th day. Rental shall be paid to the Suppliers at Sweet Bay Investments, LLC Trailers LLC, 200 Maryland Ave., Suite B, Cambridge, MD 21613. For additional charge an attendant can be present for \$50/hr, 4 hour minimum.

3. SECURITY DEPOSIT: Customer will make a non-refundable security deposit in the amount of \$ _____ (50%) to insure the full and faithful performance by the Customer of all of the terms and conditions of this Agreement. Suppliers do not have responsibility to save the date and will fill the event date with another customer if deposit payment is not made Upon Receipt of deposit invoice. The event date will be reserved up until 30 days before the event with the security deposit The security deposit shall be deducted from the total rental payment due and treated as a down payment.

4. LATE CHARGES: If the complete Rental Amount is not paid by the day of delivery of restrooms to a specified location, Customer agrees to pay a late charge of \$100 minimum or 10% of past due amount whichever is greater.

5. RETURNED CHECKS: Customer agrees to pay a \$ 75.00 charge for any check returned by a bank for insufficient funds, closed account or for any other reason.

6. UTILITIES: Customer shall be responsible for all charges of water and waste disposal fees which shall be incurred for the rental of each unit of portable restrooms as shown on the sent invoice If other items are needed such as generator, extra dumping, supplies, etc, the cost would be added at a cost dependent of the item needed.

7. WASTE DISPOSAL: The units hold a limited amount of sewage and once full cannot hold any more. It is the full responsibility of the customer to ensure that storage tank overflow does not occur and determine beforehand if more capacity is needed. Customers shall be responsible for the cost of servicing and waste disposal of each unit of portable restrooms, as stated on the invoice, if applicable. **Typical event rentals, include waste disposal, as part of the rental rate.** If emptying is needed during the event prior arrangements must be made and Suppliers can help with this coordination.

8. GARBAGE CONTAINERS AND SUPPLIES: Suppliers will provide all initial toilet paper, trash bags and hand towels. The Customer is responsible for restocking and garbage disposal during the event unless other arrangements are made. All electrical cords, pictures and water hoses brought by Suppliers are the property of Suppliers and must be returned. If any equipment owned by Suppliers is not returned while under the care of the customer, the customer is responsible for replacement payment including time to acquire such.

9. REPAIRS AND MAINTENANCE: Customer accepts the Units in the present condition, for the uses and purposes described herein. Customer agrees to maintain the Units in good condition and repair, natural wear and tear excepted Customer will not move or alter the Units without prior written consent of the Supplier.'

10. USE AND OCCUPANCY: The Units shall be used for portable restroom purposes and for no other purpose Customer is not to put the Units to any use which is illegal, creates a nuisance, or causes the rate of insurance on the property to increase. Smoking and burning candles are not permitted in the Units. Customer will use the Units in a careful and proper manner, in accordance with all applicable laws, rules and regulations and any manufacturer's or supplier's instructions or manuals provided to the Customer. The Units are not to be moved by the customer. If movement is needed after the initial setup, Suppliers must be notified and if possible will move the units at an additional charge of \$90 per hour per person portal to portal. All local and state law must be followed and any disputes including lawsuits are subject to the laws and regulations as set by State and Local County. Customer agrees to turn off and remove water supply, remove electrical supply, and close and lock all outside doors to the Unit(s), at night, following each day or event of use.

11. ASSIGNMENT: Customer shall not sublet the whole or any part of the Units, nor reassign this Agreement, or any interest therein, without the prior written consent of the Suppliers. A violation of this covenant shall constitute a breach of this Agreement, in which case Customer shall forfeit the term and Suppliers will have the right to terminate and seek restitution.

12. DISCLAIMER OF WARRANTIES; HOLD HARMLESS. Suppliers represent and warrant that the Units are functioning portable restrooms. Subject to the foregoing each Unit is provided and accepted "as-is, where-is," without express or implied warranties. Except as expressly provided herein, suppliers shall not have any liability for any direct, indirect, consequential or incidental damages arising out of this Agreement or with respect to the Units.

13. DAMAGES TO PROPERTY: Customer shall pay all cost for damage to the Unit(s) that occurs during Customer's use or possession of the Unit(s) or is caused by Customer or any of Customer's servants, guests, agents, or invitees, whether resulting from negligence, lack of care, abuse or ordinary use. Any damage for which Customer is liable constitutes a breach of this Agreement for which an action for the recovery thereof may be had. Once the Unit(s) is (are) left at the event, it is the full responsibility of the Customer. Any damage is the responsibility of the Customer.

A final walk through and punch list shall be conducted by the Supplier upon removal of the Unit(s) wherein the Customer shall be held liable to reimburse Suppliers of repairing damages to the premises and furnishings, including interior and exterior cleaning determined necessary at vacancy or termination of rental due to carelessness, negligence, accident or abuse on the part of Customer, guests, agents, or invitees. Customer is responsible for keeping the Units safe from all damage, thievery, or any other harm or ill use of the unit.

14. LIABILITY AND INJURY: Customer expressly agrees to defend, indemnify and hold harmless Suppliers from any and all damage to property or injury to person suffered in or with respect to the Unit(s) during or by virtue of Customer's use, possession or operation of the Unit(s), whether resulting from negligence, lack of care, abuse or ordinary use. This indemnity shall extend to damage, injury, losses, claims, suits, judgments or actions arising from the negligence of Customer or its servants, guests, agents, invitees, or anyone Customer controls or employs, or who is near or in the Units, or for damage or injury resulting from the use of the Units or entry or egress into or from such Units. In the event that Suppliers are not able to deliver possession to Customer on the effective date of this Agreement for any reason beyond Suppliers' control, Suppliers shall not be responsible for any damages of Customer are hereby released from liability. Once the Units are delivered the Customer is responsible for keeping the Units safe from theft or vandalism or any other damage.

15. NON-PAYMENT: If the Customer fails to make payments as specified in this contract, Suppliers may pursue all remedies available by law or in equity, including termination of this agreement without notice, repossession of the equipment without legal process, and recovery of all monies owed. Customers will be responsible for all costs to recover the payment including attorney, time involved for Suppliers, and any shipping copying cost, etc.

16. CANCELLATIONS: Suppliers will cancel any reservation and return all money paid minus the 50% non refundable deposit if canceled within 30 days or more of the date of the event. No refund is available for cancellations 29 days or less from the date of the event. If you have a long term rental, for example longer than 24 hours, you are responsible for the rental fees for the entire rental term listed on section 1.

17. DELIVERY, SETUP AND REMOVAL: Suppliers will have no responsibility or liability for any delay or failure of delivery. Prior to delivery, Suppliers and Customer will coordinate a delivery and removal time that is acceptable to both parties Customer may request that Suppliers arrange delivery to Customer at Customer's expense If for no reason of Suppliers, the setup or removal is delayed, Suppliers will charge an additional \$90.00 per hour for standby time.

18. RETURN OF UNITS: Customer is responsible for returning the Units to Suppliers in good repair, condition and working order. Upon vacancy or termination of this Agreement, Customer agrees to turn off and remove water supply, remove electrical supply, and close and lock all outside doors to the Unit(s), and return all keys) to Supplier with the assistance of the Attendant if obtained.

19. SPECIAL STIPULATIONS: The following special stipulations shall, if in conflict with the printed matter, control: Note - times are approximate and subject to change upon communication between Sweet Bay Investments, LLC Trailers and the site contact

20. PLACEMENT: Must be a flat area for the structure to sit properly. Trees must be trimmed to 11' to accommodate the structure. We allow 1/2 hour for placement of structure, exceeding the time limit will incur a \$45/Half-Hour charge. Initial _____

Site has power and water at location (a single 110 outlet and a garden hose connection).

#1 Site contact shall be _____

Contact cell phone number _____

#2 Site contact shall be _____

Contact cell phone number _____

Delivery will be on _____ between _____ & _____

Removal on _____ between _____ & _____

Approximate guest count is _____

Email _____

Signatures: _____

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Damage Waiver

Special Events

Our company, **Sweet Bay Investments, LLC**, requires our service operators to keep their vehicles on a hard surface at all times. If a service operator cannot off-load or put in place specialty equipment on a hard level surface, then a damage waiver must be signed prior to continuing. Authorized signature below means that you will be instructing our service operator to leave a hard surface (i.e. gravel, pavement, concrete, etc.) to provide services. You understand that this may cause damage to your property, and/or in certain instances where the ground is too soft, may result in the need for a tow truck. This may also cause a delay in the removal of the equipment from your property depending on weather conditions.

By signing this damage waiver, you agree to release our company from all liability for damages. You agree to accept full financial responsibility (on behalf of yourself and/or company/organization) for any and all damages and extra expenses incurred as a result of your request. This includes, but is not limited to, towing charges, landscaping repairs, damages to our equipment or vehicles (damage that occurs as a result of leaving the hard surface)

Thank you,

Sweet Bay Investments, LLC

By signing this form, I acknowledge that I have read completely, understand and agree to the terms stated above, and that I am authorized to make such decisions.

Printed Name/Title

Company/Organization (if applicable)

Signature

Date