



## **EVERMERE EVENT RESTROOMS**

### **RESTROOM TRAILER RENTAL AGREEMENT (UTAH)**

Evermere Event Restrooms LLC  
West Jordan, UT 84081  
Email: info@evermereeventrentals.com  
Phone: 801-600-8456

#### **1. PARTIES & AGREEMENT**

This Restroom Trailer Rental Agreement (“Agreement”) is entered into between Evermere Event Restrooms LLC (“Evermere”) and the undersigned customer (“Customer”) for the rental of a portable restroom trailer and related equipment (“Equipment”) for the event described in the reservation.

#### **2. TERM OF RENTAL**

The rental term begins upon delivery and placement of the Equipment and ends upon pickup by Evermere, unless otherwise stated in writing. Event dates and service duration are as specified in the Customer’s reservation.

#### **3. DELIVERY, PLACEMENT & ACCESS**

Customer shall provide clear, safe, and legal access for delivery, placement, servicing, and removal.

- Equipment must be placed on level, stable ground and within 100 feet of the power source, unless otherwise approved.
- Equipment may not be moved, relocated, or repositioned by anyone other than Evermere without prior written consent.
- Evermere reserves the right to refuse placement or service if site conditions are unsafe or inaccessible.

#### **4. POWER & WATER REQUIREMENTS**

Customer is solely responsible for providing continuous electrical power meeting the requirements specified for the Equipment. Customer is responsible for providing running water via garden hose when required. Loss or interruption of power or water may result in reduced functionality, including HVAC, lighting, flushing, and sinks. No refunds or credits will be issued for issues caused by customer-supplied utilities.

##### **4A. SPRINKLER HEADS, IRRIGATION & WATER LINES**

Customer is solely responsible for identifying, marking, and protecting all underground and above-ground sprinkler heads, irrigation systems, water lines, and plumbing of any kind at the delivery, placement, service, and pickup location. Evermere Event Restrooms LLC is not responsible for damage to sprinkler heads, irrigation systems, underground or above-ground water lines, plumbing, or related infrastructure, whether visible or concealed. Any such damage shall be the sole responsibility of the Customer. Customer agrees to indemnify and hold harmless Evermere from all claims, costs, repairs, or damages related to sprinkler or water line damage.

##### **4B. DEDICATED ELECTRICAL CIRCUIT & SERVICE CALL FEES**

Customer acknowledges that the restroom trailer requires a dedicated electrical circuit breaker supplying power exclusively to the Equipment. No other appliances, devices, tools, lighting, heaters, or equipment may share the same circuit. If Evermere is dispatched to the location due to loss of power or

electrical interruption caused by shared circuits, unplugging, tripped breakers, unauthorized connections, or interference by any person on the Customer's property, the Customer agrees to pay a \$275 service call fee plus applicable mileage.

#### **5. WINTER & FREEZE CONDITIONS**

If ambient temperatures approach or fall below freezing, Evermere may switch the unit to internal tank operation or winterized mode at its discretion. Customer assumes full responsibility for damage caused by freezing conditions, including cracked lines, valves, or fixtures. Freeze-related damage is not normal wear and tear and will be charged to the Customer.

#### **6. CONDITION, USE & CARE OF EQUIPMENT**

Equipment is delivered in clean, working condition. Customer shall inspect the Equipment upon delivery and notify Evermere immediately of any visible issues. Customer agrees to use Equipment properly and prevent misuse, vandalism, or abuse.

#### **7. CLEANING, SERVICING & PUMPING**

Rentals exceeding one (1) week require weekly servicing, including pumping and restocking, billed separately if not included. Excessive cleaning, biohazard conditions, misuse, or abnormal contamination will incur additional fees.

#### **8. DAMAGE & SECURITY DEPOSIT**

Customer authorizes Evermere to charge the card on file for damage, excessive cleaning, missing items, or repairs. Evermere reserves the right to assess damage within seventy-two (72) hours after pickup.

#### **9. PAYMENT TERMS**

A non-refundable deposit is required to reserve Equipment. Remaining balance is due prior to delivery unless otherwise agreed. Late payments may incur late fees, interest, and collection costs.

#### **10. CANCELLATION POLICY**

Cancellations made more than fourteen (14) days prior to the event forfeit the deposit. Cancellations within fourteen (14) days of the event forfeit all payments. Weather, attendance changes, or event modifications do not alter cancellation obligations.

#### **11. PERMITS & COMPLIANCE**

Customer is responsible for obtaining all required permits, approvals, and permissions. Evermere is not responsible for event shutdowns, fines, or losses related to permitting issues.

#### **12. FORCE MAJEURE**

Evermere shall not be liable for delays or failure to perform due to causes beyond its reasonable control, including but not limited to severe weather, road closures, mechanical breakdowns, government action, or acts of God.

#### **13. LIMITATION OF LIABILITY**

Equipment is used at Customer's sole risk. Evermere's total liability shall not exceed the amount paid by Customer under this Agreement. Evermere shall not be liable for indirect, incidental, or consequential damages.

#### **14. INDEMNIFICATION**

Customer agrees to indemnify and hold harmless Evermere, its owners, employees, and agents from any claims, damages, injuries, or losses arising from Customer's use, misuse, or possession of the Equipment.



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#### **15. INSURANCE**

Evermere maintains commercial liability insurance. Proof of insurance is available upon request. Customer may be required to carry event insurance depending on venue requirements.

#### **16. SUBCONTRACTING**

Evermere may subcontract delivery, servicing, or removal without affecting its rights or Customer obligations under this Agreement.

#### **17. GOVERNING LAW & VENUE**

This Agreement shall be governed by the laws of the State of Utah. Venue for any dispute shall be Salt Lake County, Utah.

#### **18. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions or representations. Any modifications must be in writing and signed by Evermere.

#### **NO WARRANTIES**

Except as expressly stated in writing by Evermere Event Restrooms LLC, the Equipment is provided "AS IS" and "AS AVAILABLE." Evermere expressly disclaims all warranties, whether express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose, to the maximum extent permitted under Utah law.

#### **ADA & ACCESSIBILITY COMPLIANCE**

Customer is solely responsible for determining whether any federal, state, local, or venue-specific accessibility or ADA requirements apply to the event or job site. Evermere does not represent or guarantee that the Equipment meets ADA or accessibility standards unless expressly agreed to in writing.

#### **SITE CONDITIONS & PROPERTY DAMAGE**

Customer acknowledges that delivery, placement, use, servicing, and removal of the Equipment may result in surface or subsurface impact. Customer assumes all responsibility for damage to asphalt, concrete, pavers, landscaping, irrigation systems, underground utilities, or other improvements.

#### **SECURITY, THEFT & UNAUTHORIZED ACCESS**

Customer is responsible for securing the Equipment during the rental term and assumes full responsibility for loss, theft, vandalism, or unauthorized access.

**RIGHT TO SUSPEND SERVICE OR TERMINATE RENTAL**

Evermere reserves the right to suspend service, refuse servicing, or remove the Equipment without refund if site conditions become unsafe, unsanitary, abusive, hazardous, or non-compliant with this Agreement.

**LIMITATION OF LIABILITY – CLARIFICATION**

Evermere shall not be liable for personal injury, bodily harm, or third-party claims arising from Customer site conditions, utility supply, misuse, negligence, or failure to comply with this Agreement. Evermere’s total liability shall not exceed the amount paid by Customer under this Agreement.

**ATTORNEYS’ FEES & COLLECTION COSTS**

Customer agrees to pay all reasonable attorneys’ fees, court costs, collection agency fees, and related expenses incurred by Evermere in enforcing this Agreement, collecting unpaid amounts, or defending claims arising from Customer’s use or possession of the Equipment.

**ELECTRONIC SIGNATURES**

Electronic signatures, digital acknowledgments, and executed copies transmitted electronically shall be deemed valid and binding.

**CUSTOMER ACCEPTANCE**

Customer acknowledges that they have read, understand, and agree to all terms of this Agreement.

Customer Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_