

Lovely Loo Portable Restrooms LLC

From
Lovely Loo Portable Restrooms LLC
1333 Helen St.
St. Augustine, FL 32084

To
Ocala Electric Utility
Glen A. Moehling

Quote Issued 6815851
January 31, 2025

ITEM	QUANTITY	PRICE	TOTAL
10 Stall Restroom Trailers includes delivery, setup, pickup, supplies, portable generator and fresh water delivery	4	\$1,840.00	\$7,360.00
ADA Single Restroom Trailer includes delivery, setup, pickup, supplies, portable generator and fresh water delivery	1	\$1,200.00	\$1,200.00
Restroom Attendant Saturday, March 1st, 2025 6am-6pm	12	\$40.00	\$480.00

Event: Florida Line Worker Competition on March 1, 2025

Subtotal: \$9,040.00

Location: World Equestrian Center — Ocala
1750 NW 80th Ave, Ocala, FL 34482

Tax: \$0.00

Total: \$9,040.00

Lovely Loo Portable Restrooms LLC

Date of Event: March 1, 2025

Customer Name: City of Ocala

Delivery Address: World Equestrian Center, 1750 NW 80th Ave. Competition Field SW of Expo Center 1

Rental Unit: Four (4) 10-stall trailers, One (1) one-stall ADA accessible trailer

Amount Due: \$9.040

Delivery date: No later than close of business Thursday, February 27, 2025

Pick up date: No later than close of business Tuesday, March 4, 2025

This agreement is between The Lovely Loo, and customer known as the City of Ocala.

- 1. Customer has or will inspect the equipment and deemed it in good condition, appropriate for his or her needs, and clean.**
- 2. Customer will make no attachments or alterations to the equipment. Not limited to hanging/taping signs/decor. The customer will be charged for any damage or changes to the equipment to return to its original condition.**
- 3. The use of candles within the restroom trailer is prohibited. A damage fee may be accessed if this occurs.**
- 4. The quoted price is valid for the removal pump-out unless otherwise stated on invoice/estimate. Customer agrees to pay for any additional required pump-out service.**
- 5. Customer chooses a 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. The trailer needs solid level ground and access on the paved ground for pump-out service. Trailers are inoperable at extreme inclines and we may deem a location unacceptable or subject to additional charges.**
- 6. A week prior to delivery, the customer will provide The Lovely Loo with detailed setup information (including: distance to water supply, distance to electric access, 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. Failure to provide the setup information may result in a delay in delivering the equipment.**
- 7. Customer shall provide a sufficient 1-2 110V - 20amp power source and water spigot with sufficient pressure within 100 feet of trailer placement unless they have rented a portable generator and/or freshwater delivery. If the location is remote with no sufficient power or water supply, prior arrangements can be made in advance for a generator and fresh water**

delivery water. If the requirements are not met on-site, additional fees or the removal of the trailer may occur.

8. The average setup time is one hour per suite trailer. If through no fault of The Lovely Loo technician, (for example, the site is not ready, personnel are not available to accept delivery, etc.) the setup takes longer than 1 hour, the charge will be \$150 per hour for each additional hour including wait time. Any site changes after delivery begins will be charged accordingly.

9. Price quoted is based on open access to all locations for placement, pumping, and removal. Failure to provide access will void guarantee of placement, pumping, or removal as per schedule.

10. Customer is responsible for the cost of replacement and repairs due to fire, theft, carelessness, accidental damage, vandalism, or riot and agrees to return equipment to The Lovely Loo in delivered condition, with ordinary use and wear accepted.

11. Without written consent from The Lovely Loo, the customer will not assign this Agreement or any rights or obligations hereunder and will not transfer possession or control of the equipment.

12. If the customer fails to make any payment or fails to perform any obligation due hereunder, The Lovely Loo may pursue all remedies available by law or in equity, including termination of the agreement without notice, removal of the equipment without legal process, and recovery of all sums due hereunder. Customer shall pay The Lovely Loo all costs of recovery of payment, including attorney's fees, costs, and interest, including any appellate fees or costs.

13. Customer will immediately notify The Lovely Loo if the equipment becomes unsafe or in disrepair.

14. The Lovely Loo 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.

15. The Lovely Loo 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 causes beyond its control. The Lovely Loo may subcontract some or all of its services when necessary.

16. Long-term monthly rentals are billed in a 28-day cycle. Payment terms are payment within 30 days after which interest shall accrue at 18% per annum.

17. Customer agrees to indemnify and hold The Lovely Loo harmless in respect to any and all claims or suits made or filed against The Lovely Loo for bodily injury and/or property damage or any other reason relating to the use, operation or control of the equipment, except to extent such claims or suits are based on or arise from the negligence of The Lovely Loo.

18. We require a 60-day written notice of cancellation for your deposit back minus \$100.00 for administration fees and any credit card transaction fees.

19. Event PAYMENT TERMS: 50% due at the time of reservation. Balance due a week prior to delivery. Unless discussed or stated in the contract otherwise.

Long Term Rentals PAYMENT TERMS: First payment due before delivery and NET 30 on additional invoices. Unless stated differently on the invoice/contract. Monthly Rental requires a one month minimum - weekly rentals require one week minimum.

20. Lessee must pay balances in the form of a check. If Lessee would prefer to use a credit card a 3% transaction fee will be added onto the invoice.

21. CITY CONTRACT PROVISIONS. The City Contract Provisions on **page 5** are hereby incorporated into this agreement.

The Lovely Loo Portable Restrooms, LLC

City of Ocala

Signed by:
Patricia Weaver _____
0B13CEDB99554C3...

Signed by:
Janice Mitchell _____
55198B43858A4E1...

Approved as to form and legality:

Signed by:
William E. Sexton, Esq. _____
B07DCFC4E86E429...
William E. Sexton, Esq.
City Attorney

PUBLIC RECORDS. The Lovely Loo shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, The Lovely Loo shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if The Lovely Loo does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of The Lovely Loo or keep and maintain public records required by the public agency to perform the service. If The Lovely Loo transfers all public records to the public agency upon completion of the contract, The Lovely Loo shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If The Lovely Loo keeps and maintains public records upon completion of the contract, The Lovely Loo shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE LOVELY LOO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOVELY LOO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

TERMINATION FOR NON-FUNDING. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to The Lovely Loo without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

Certificate Of Completion

Envelope Id: E3241EC0-613E-4AFE-AF24-7A7A583E3B5F	Status: Completed
Subject: SIGNATURE: Portable Restroom Trailer Rental (ELE/250398)	
Source Envelope:	
Document Pages: 5	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Patricia Lewis
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	plewis@ocalafl.org
	IP Address: 216.255.240.104

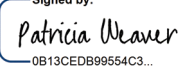
Record Tracking

Status: Original	Holder: Patricia Lewis	Location: DocuSign
2/4/2025 8:58:45 AM	plewis@ocalafl.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: Docusign

Signer Events

Patricia Weaver
 patricia@thelovelyloo.com
 Security Level: Email, Account Authentication (None)

Signature


Signed by:

 Patricia Weaver
 0B13CEDB89954C3...
 Signature Adoption: Pre-selected Style
 Using IP Address: 99.101.162.3

Timestamp

Sent: 2/4/2025 9:01:32 AM
 Viewed: 2/4/2025 9:45:19 AM
 Signed: 2/6/2025 7:23:29 AM

Electronic Record and Signature Disclosure:
 Accepted: 2/4/2025 9:45:19 AM
 ID: 70ab7f1a-269c-45ea-b37c-175b7de810f1

William E. Sexton, Esq.
 wsexton@ocalafl.org
 City Attorney
 City of Ocala
 Security Level: Email, Account Authentication (None)

Signed by:

 William E. Sexton, Esq.
 B07DCFC4E86E429...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Sent: 2/6/2025 7:23:31 AM
 Viewed: 2/11/2025 11:25:01 AM
 Signed: 2/11/2025 11:28:53 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Janice Mitchell
 jmitchell@ocalafl.org
 CFO
 City of Ocala
 Security Level: Email, Account Authentication (None)

Signed by:

 Janice Mitchell
 55198B43858A4E1...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Sent: 2/11/2025 11:28:55 AM
 Viewed: 2/11/2025 3:11:40 PM
 Signed: 2/11/2025 3:12:23 PM

Electronic Record and Signature Disclosure:
 Accepted: 2/11/2025 3:11:40 PM
 ID: bb6d590c-392c-4a62-8d07-15e7970bb6b2

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/4/2025 9:01:32 AM
Certified Delivered	Security Checked	2/11/2025 3:11:40 PM
Signing Complete	Security Checked	2/11/2025 3:12:23 PM
Completed	Security Checked	2/11/2025 3:12:23 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.