



**AGREEMENT FOR SUNSET CELEBRATION PORTABLE RESTROOM SERVICE
BETWEEN THE TOWN OF LAKE PARK, FL
AND
PORTA POTTY TO GO**

THIS AGREEMENT TO PROVIDE PORTABLE RESTROOM SERVICES TO THE TOWN OF LAKE PARK (“Agreement”) is made this ____ day of _____, 2025, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 (“Town”) and Porta Potty To Go (“Portable Restroom Vendor”), 1029 25th Court, West Palm Beach, FL 33407.

WITNESSETH THAT:

WHEREAS, the Town is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons to provide services; and

WHEREAS, the Town previously determined that there is a need for the provision of portable restroom service at the Town’s monthly Sunset Celebration event; and

WHEREAS, the Town solicited via a Request for Proposal (No. 122-2024) from vendors to provide portable restroom service for the monthly Sunset Celebration events; and

WHEREAS, the Town received a proposal from the Portable Restroom Vendor to provide portable restroom service for its monthly Sunset Celebration events; and

WHEREAS, in its proposal, the Portable Restroom Vendor represented that it is qualified, able and willing to satisfactorily provide the services solicited in the Town’s Request for Proposals; and

WHEREAS, the Town determined that the Portable Restroom Vendor’s proposal was a responsible and responsive bidder and is qualified and able to provide the services solicited; and

WHEREAS, the Town and the Portable Restroom Vendor proposes to enter into this Agreement, and the Town has budgeted funds in its current fiscal year budget, which are available for the funding of this Agreement;

NOW, THEREFORE, the Town and the Portable Restroom Vendor in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. RESPONSIBILITIES OF THE PORTABLE RESTROOM VENDOR

- 1.1 The Portable Restroom Vendor agrees to assume primary responsibility for the portable restrooms at the Sunset Celebration events held on the last Friday of each month (from January – September of 2025), including fiscal management coordinated with the Special Events Department and the Portable Restroom Vendor's contracted employees.
- 1.2 The Portable Restroom Vendor, will provide a 6 Station Deluxe Portable Restroom Trailer that includes the following:
 - Men's Room with 1 Stall, 1 Sink and 2 Urinals
 - Ladies Room with 3 Stalls, 1 Sink
 - Air Conditioning
 - 150 GL Fresh Water with Pump
 - 700 GL Waste Tank
 - Toilet Paper
 - Paper Towels
 - Hand Soap
 - Garbage Bin
 - Glass Mirror
- 1.3 The Portable Restroom Vendor, will provide an ADA Single Station Deluxe Portable Restroom Trailer that includes the following:
 - 1 Stall and 1 Sink
 - Air Conditioning
 - 150 GL Fresh Water with Pump
 - 350 GL Waste Tank
 - Toilet Paper
 - Paper Towels
 - Hand Soap
 - Garbage Bin
 - Glass Mirror
- 1.4 The Portable Restroom Vendor will provide an Electric Generator.
- 1.5 The Portable Restroom Vendor will provide any other equipment and supplies that are needed for the portable restroom trailers for each event.
- 1.6 The Portable Restroom Vendor will provide the delivery, set up and pick up of the portable restroom trailers.
- 1.7 The Portable Restroom Vendor may arrive as early as 10:00 AM on the day of the event to deliver and set up the portable restroom trailers.
- 1.8 The Portable Restroom Vendor will pick up the portable restrooms no later than 9:00 PM on the following day after the event.

- 1.9 The Portable Restroom Vendor agrees to keep the roadway and sidewalk around the perimeter of the event sight clear at all times while loading/unloading.
- 1.10 The Portable Restroom Vendor will have the portable restroom trailers fully set up and operational by 5:00 PM and remain open until the close of the event at 9:00 PM).
- 1.11 The Portable Restroom Vendor must secure and maintain all licenses necessary to do business in Palm Beach County, Florida, the Town, and the state of Florida, and other operations provided by the Portable Restroom Vendor at Sunset Celebration. All licenses and permits are to be obtained at the Portable Restroom Vendor's expense.
- 1.12 If for any unforeseen circumstances the Portable Restroom Vendor cannot provide the agreed upon portable restroom trailers for a Sunset Celebration event, the vendor must notify the Town's Special Events Director no later than 12:00 PM on the day prior to the event. Notification of a cancellation is necessary in order for the event to be adjusted to accommodate the overall success of the event. The failure to notify the Town's Special Events Director shall be cause for termination of contract.
- 1.13 The Portable Restroom Vendor is not entitled to any benefits provided by the Town to its employees, which include but are not limited to workers' compensation insurance, health insurance, unemployment compensation insurance, and pension plan coverage.

2. RESPONSIBILITIES OF TOWN STAFF

- 2.1 The Town staff shall provide space pre-designated based on Portable Restroom Vendor's requirements and work cooperatively with the Portable Restroom Vendor to facilitate successful Sunset Celebration events.
- 2.2 In the event it is necessary for the Town to cancel a scheduled event, the Town will contact the vendor by phone and/or email by 10:00 AM on the day of the event.
- 2.3 If the Town notifies the Portable Restroom Vendor of the event cancellation by 10:00 AM on the day of the event, the Town will not have to pay the monthly fee for that event.

3. SUNSET CELEBRATION HOURS OF OPERATION:

- 3.1.1 Sunset Celebration (or any other event held in its place) will be held on the last Friday of every month, weather permitting, from 6:00 PM – 9:00 PM except during the months of November and December.
- 3.1.2 Sunset Celebration (or any other event held in its place) will be held at Kelsey Park (601 US Highway 1, Lake Park, Florida 33403).

4. TERM:

The initial term of this Agreement shall be for one year from the date of the execution of the Agreement by the parties. The Town shall have the option to extend the Agreement for one additional year term. If the Town elects to extend the term, it shall provide the Portable Restroom Vendor 60 day's prior written notice of its intention to do so.

5. INDEMNIFICATION, INSURANCE AND LICENSE REQUIREMENTS:

- 5.1 The Portable Restroom Vendor shall indemnify, defend and hold harmless the Town and its elected and appointed officials, employees and agents (collectively referred to as “Indemnities”) and each of them from and against all losses, costs, penalties, fines, damages, claims, expenses (including attorney’s fees), liabilities (collectively referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the Portable Restroom Vendor to comply with any of the requirements specified within the contract, or the failure of the Portable Restroom Vendor to conform to statutes, ordinances, or other regulations or requirements of any Portable Restroom Vendor expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Portable Restroom Vendor, or any of its contractual staff, if applicable and as provided above, for which the Portable Restroom Vendor’s liability to such employee or former employee would otherwise be limited to payments under State Workers’ Compensation or similar laws.
- 5.2 Insurance: Prior to execution of the Agreement by the Town, the Portable Restroom Vendor shall obtain insurance, which is acceptable to the Town with the following coverage and minimum limits of liability:
- a. WORKERS’ COMPENSATION INSURANCE for all employees of the CONTRACTOR for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONTRACTOR and all subcontractors. EMPLOYERS LIABILITY limits are required to be not less than \$1,000,000.00 EACH ACCIDENT; \$1,000,000.00 DISEASE-POLICY LIMIT; AND \$1,000,000.00 DISEASE-EACH EMPLOYEE.
 - b. COMPREHENSIVE GENERAL LIABILITY with the minimum limits of \$1 million, Per Occurrence, Premises and Operations, Independent contractors, Products and Completed Operations, Personal and Advertising Injury, and including evidence of coverage limits for Abuse and Molestation of no less than \$1 million. \$2 million aggregate.
- 5.3 Prior to the execution of the Agreement by the Town, the Portable Restroom Vendor shall obtain a Palm Beach County and Town BUSINESS TAX RECEIPTS.

6. MONTHLY FEE

The Portable Restroom Vendor shall submit a monthly invoice to the Town for payment regarding the use of the portable restrooms provided for each Sunset Celebration. The total amount of each invoice shall not exceed 4,848.00 per month.

7. TERMINATION

Either party may terminate the Agreement for convenience at any time by providing the other with 60 days advance written notice of its intention to do so.

8. NOTICES

All notices between the parties shall be in writing and be mailed by certified mail, return receipt requested or by hand delivered to the parties at the following addresses:

TO THE TOWN:

Town of Lake Park
Attention: Town Manager
535 Park Avenue
Lake Park, Florida 33403

TO PORTABLE RESTROOM VENDOR:

Porta Potty To Go
1029 25th Court
West Palm Beach, FL 33407

9. GOVERNING LAW/VENUE

This Agreement shall be governed by the laws of the State of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th Judicial District in and for Palm Beach County, Florida, of the United States District of Florida, West Palm Beach, Florida.

10. ATTORNEY FEES

If either party is required to initiate a legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

11. ASSIGNMENT

The Portable Restroom Vendor shall not assign this Agreement without the express written consent of the Town.

12. SEVERABILITY

In the event that any sentence, section, paragraph or portion of this Agreement shall be held by a court to be invalid for any reason, such invalidity shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

13. WAIVER

Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be constructed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

14. ENTIRE AGREEMENT

This Agreement embodies the entire Agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreement and understandings, oral or written, relating to said subject matter. This Agreement may only be modified by written amendment executed by the Town and the Portable Restroom Vendor.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last executed below

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, Town Clerk

By: _____
Roger Michaud, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this ____ day of _____ 2025 by Roger Michaud, Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)

Notary Public, State of Florida

WITNESSES:

PORTA POTTY TO GO

By: _____

By: Barbara Chin

Printed Name

BARBARA CHIN
Printed Name

By: _____

CFO
Title

Printed Name