



## Proposal for City of Hyattsville

**Proposal Date:** 5/8/23                      **Proposal Expires:** 6/15/23

**Location(s):** TBD (Hyattsville)

**For:** Hyattsville City Council

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### About Throne Labs

Throne Labs provides the comfort and cleanliness of a really nice brick and mortar bathroom with the flexibility of a portable restroom.

Throne bathrooms are an excellent option for providing public bathrooms at any location without the requirement or expense of connecting water, sewer or power connections. Thrones delight customers with porcelain fixtures, running water sink, flushing toilet and touch-free experience to visitors.

Throne is a turnkey solution – we provide reliably loveable bathrooms with no additional staff time or cost required of city staff. All cleaning, consumables (i.e. paper goods, soap, water), waste collection, disposal, and maintenance are included in the Throne rental service. Throne Lab's Operation team monitors critical data including number of usage, cleanliness ratings, water levels and power to ensure Thrones stay available and sparkling and provides customer support during hours of operation. Hours of operation can be set on a Throne by Throne basis, turning on and off anytime between 7am and 10pm Eastern.

Thrones come in two models: Step-up and ADA. Unlike typical portable restrooms and trailers, the ADA model exceeds Federal ADA standards for an accessible restroom. For public use to meet accessibility regulations, the Step-up Throne must be placed as a second unit along with an ADA unit.

**Figure 1: Throne ADA and Step-up units in Yards Park (Washington, DC)**



## Cost Proposal

The Throne Rental & Service Suburban Parks Package is based on an estimated usage and maintenance for typical suburban parks that get moderate to heavy use Spring to Fall and lower use in Winter months. The package is preferential pricing and requires a 12-month commitment. Should the City prefer a month to month plan, they may opt for the standard tiered pricing plan (See Annex B).

The package includes all cleaning, servicing, monitoring/user support, delivery/installation and monthly data analytics and is invoiced on a monthly basis. Additional services such as custom wraps and on-site cleaners for events may be added if desired. See “Additional Services Available Upon Request” in Annex B.

**Pricing may be applied to an order of one or more Thrones placed in City parks.**

Item	Price	
ADA Throne Rental & Service (Suburban Parks Package)	\$3,700	/mo/Throne
Step-up Throne Rental & Service (Suburban Parks Package)	\$2,900	/mo/Throne
Delivery & Pick-up	<i>included</i>	
Monthly Usage and Cleanliness Data	<i>included</i>	

\*A deposit equal to one month rental and service will be required prior to delivery.

**CITY OF HYATTSVILLE**

**THRONE LABS, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Please read the terms and conditions below, which are incorporated by reference into this proposal.

Please provide the following for billing purposes.

Billing Contact:

Billing Email:

Is your organization tax exempt?

Do you use an accounting portal? If so, which one?

Would you like to be enrolled in auto-pay?

If YES, please provide banking details:

Name on account:

Bank Name:

Routing Number:

Account Number:

## Appendix A: Service Expectations

Service	Commitment
Delivery & Pick-up	3 hour window from agreed time
Duration of Placement	Full term of agreement
Pumping Frequency	As needed up to 1x a day
Cleaning Frequency (if initiated by Throne Labs)	Approx every 30-50 uses or as rating requires
Cleaning Request Response Time (if initiated by customer)	Within 4 hours of reasonable Customer request**
Maintenance Response Time	Under 12 hours**
Throne Replacement if required	Within 48 hours
Usage trend data	Provided monthly

\* Reduced cleaning response times for events may be achieved by adding a dedicated cleaner for an additional charge

\*\* Hour count pauses between 10pm and 7am unless otherwise negotiated

***Throne Labs shall use reasonable efforts to provide Customer with services materially as described above based on the Customer's rental type. Throne Labs may change these Service Expectations from time to time in its sole discretion. Throne Labs shall post all changes on Throne Labs' website. Such changes will become effective 14 days after they are posted. By continuing to use this service after the effective date of a change, you agree to be bound by the modified terms. Customer acknowledges that uncontrollable circumstances (such as traffic, weather conditions, etc.) may affect Throne Labs' ability to meet expectations, that Throne Labs shall not be liable for such delays, and that such delays shall not affect Customer's payment obligations hereunder.***

For customer support or to report an issue with your Throne during regular support hours (everyday 7am-10pm Eastern) text **(202)949-7079**.

## Appendix B: Alternative & Additional Pricing

### Standard Tiered Pricing

Some proposals contain preferential pricing packages aimed at offering lower or consistent pricing over a 12-month period for budgeting purposes. Should a customer prefer a shorter term contract or the ability to pay based on usage, they may opt for Throne's non-preferential standard tiered use-based pricing below:

Average uses per day (averaged over monthly billing period)	Low 0-25	Med 26-50	High 51-75	Highest 76+
Includes unit rental, cleaning and servicing	\$3,700 Per mo	\$4,500 Per mo	\$5,300 Per mo	Ask for a quote!

A typical suburban park typically ranges from Low to Medium for regular use over a month. Daily usage can exceed 51 uses/day during events, but are often offset by rainy days with low usage. As reference, a Throne placed on the National Mall during Cherry Blossoms ranged from 37 to 166 uses/day depending on day of week and weather conditions.

### Additional Services Available Upon Request

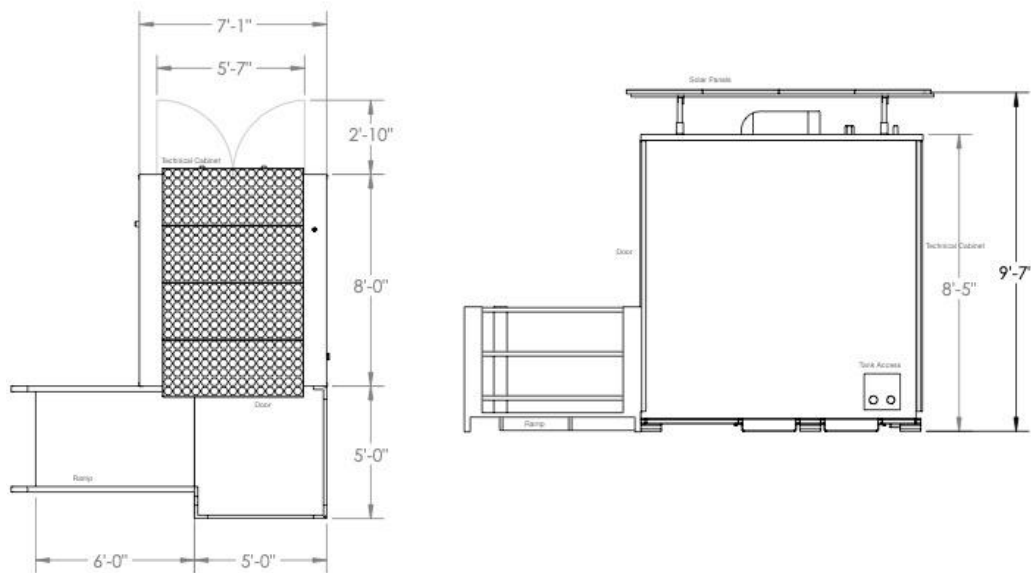
The following add-on services can be added to invoices upon request with 2 weeks notice appreciated. Prices subject to change.

Dedicated On-site Cleaner	Throne can provide a dedicated cleaner on-site for events to ensure the smallest cleanliness issues get taken care of immediately.	\$35/hr
On-site Relocation	Throne can move a Throne unit to a new placement within the same site. "On-site" requires a clear navigable pathway from the current to new location that does not require the Throne to be loaded onto a vehicle. If the Throne must be loaded onto a vehicle for transit, "Off-site" pricing will apply.	\$400
Off-site Relocation	Throne can move a Throne unit to a new placement anywhere in Throne's service area in the DMV. Off-site relocation requires a Throne to be moved with a vehicle.	\$700
Marketing Add-ons	Throne offers a variety of marketing options including text or app messaging, custom exterior and interior signage, Throne wraps.	Varied
Public Art Thrones	Throne works with Cities and Parks to wrap Thrones in unique pieces of local art.	Varied

## Appendix C: Placement Requirements

While Throne bathrooms can go *almost* anywhere, there are a few requirements and recommendations on placement. The unit measures approximately 7'x8'. If placed with a ramp (required to meet ADA criteria), Throne's standard ramp is 5'x11' and is attached to the front and can be oriented either to the right or left of the platform.

**Figure 2: ADA Throne Top & Side View w/ Measurements**



In addition to the physical space required, a Throne placement must be placed within 80 feet of a road or access point for Throne's sanitation truck. Placement location sun exposure from at least three directions or have the ability to plug-in (110V). Prior to delivery, the Throne Operations Team will schedule a site visit to assess and advise on placement and orientation.

## Appendix D: Terms and Conditions

- 1. Acceptance.** Customer shall be deemed to have accepted these terms and conditions (the “Agreement”) upon the earliest to occur: (1) signature on Throne proposal or (2) upon Throne Labs’ receipt from Customer of a deposit or an invoiced payment. The terms of any purchase order or similar document submitted by Customer to Throne Labs will have no effect.
- 2. Placement.** Throne Labs shall place the number of Thrones specified in the proposal at the Location also specified in the proposal. Customer grants Throne Labs all necessary rights to enter the Location to place, perform the Services, and remove the Throne(s). Customer further agrees to give directions and supervise the placement process to ensure correct placement if needed. The Customer will not move the Throne(s) from their original placement. In the event that the Customer requests that any Throne be moved following installation by Throne Labs, Throne Labs reserves the right to impose an additional charge for such service. If the Customer needs any Throne to be moved, Customer shall provide Throne Labs with sufficient (as determined by Throne Labs) prior written notice to perform the service.
- 3. Customer Representations.** The Customer is responsible for securing permitting for portable sanitation units if applicable. Customer warrants and represents that it has exercised due diligence and care in the selection of such Location and that it has all necessary rights, licenses and permissions for placing the Throne(s) at such Location and for granting the rights to Throne Labs under this Section. Customer represents, warrants and covenants that it (i) shall not [knowingly] permit any illegal activity around or in any Throne, (ii) shall not charge any users any fees for the use of any Throne, and (iii) shall not post or hang any signage in or on any Throne.
- 4. Service.** “**Services**” means the placement, cleaning and other services provided by Throne Labs, including, if applicable, the rental Throne(s), all as specified in the applicable proposal. During the Term, Throne Labs shall use reasonable efforts to provide the Services materially as described in the Service Level Agreement table. Throne Labs reserves the right to swap ADA model units in for Step-up at the same cost. In some cases, the Customer may be granted access to cleaning supplies. For such cases, Customer may only grant cleaning access to the Throne(s) to Customer’s employees and such cleaning access shall not be used to enable general bathroom access to the Throne(s).
- 5. Payment Terms.** A deposit will be invoiced upon contract signature as detailed in the proposal. It must be paid at least 60 days prior to delivery. Subsequent invoices will be generated monthly and Customer shall pay such invoices within 30 days of



the date of each such invoice. Any balance due that Customer has not paid within thirty (30) days of the date of the invoice will be subject to interest at the rate of the lesser of 1.5% per month (compounded annually) or the highest rate permitted by law, plus all costs of collection, including reasonable attorney's fees.

6. **Renewal.** The Agreement begins on the Start Date and continues until the End Date set forth in the proposal (the "Initial Term"). Thereafter, the Agreement shall automatically renew for an additional 1 month period (each, a "Renewal Term" and, collectively with the Initial Term, the "Term") unless Customer provides notice of non-renewal to Throne Labs at least 30 business days prior to the end of the then-current term. Customer may provide such notice by email. Throne Labs may change renewal prices based on the term of the renewed rental and/or in Throne Labs' sole discretion. Throne may remove the Throne(s) within 48 hours of expiration or termination for any reason (including non-payment by Customer).
7. **Cancellation.** (a) Either party may terminate this Agreement for any or no reason by providing the other party at least 30 days prior written notice of such termination. (b) In addition to any other express termination right set forth in this Agreement:

- (i) either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; or

- (ii) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

Customer acknowledges that Throne Labs must reserve all equipment to be rented and personnel to provide the Services and will be damaged by a cancellation or change in the equipment or Services, unless such cancellation or change is submitted in writing to Throne Labs not less than 90 days before the Start Date set forth in the Proposal. Customer agrees to pay Throne Labs the equivalent of 4 months of the Hardware Rental and Service costs (at the lowest use level).

Customer may cancel an ongoing monthly rental by submitting prior written notice at least 30 days before the end of the Initial Term or then-current Renewal Term, as applicable. A Throne may be removed within those 30 days at the request of the Customer, but Throne Labs shall charge the Customer for a minimum of 1 month of Services. If the Agreement includes preferential pricing based on a commitment of a minimum Term (e.g. 12 months), and the Agreement is canceled before the expiration of such minimum Term, the Throne Labs shall charge the Customer the difference between what Customer paid and what Customer would have paid at the non-preferential pricing in addition to 50% of the remaining Contract at the preferential pricing level using the lowest use.

8. **Sales Tax.** All Services rendered by Throne Labs will carry the appropriate sales tax as governed by applicable state law. Removal of sales tax from any quote or invoice will be implemented only upon presentation of proof of tax exemption by the Customer.
9. **Fees.** The Customer shall pay any and all license fees or permit fees arising out of use of the Throne. Customer shall pay such fees whether fees are such shown on the invoice or whether such fees are later claimed by a governmental authority.
10. **Governance.** This agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than such state. Each of the parties submits the jurisdiction of any state or federal court sitting in Maryland, in any action or proceeding arising out of or relating to this Agreement. All claims in respect of the action or proceeding may be heard and determined in any such court. No failure by Throne Labs to exercise any right hereunder shall operate as a waiver of any other right hereunder, and a waiver of any right on one occasion shall not constitute a bar to or a waiver of any such right on any future occasion. No usage of trade or other regular practice or method of dealing between Customer and Throne Labs will be used to modify, interpret, supplement, or alter the terms of this Agreement. This Agreement may be changed only by a written agreement signed by an authorized agent of each party.
11. **Errors & Omissions.** Company reserves the right to correct any erroneous information that may appear in the invoice or may have appeared in a prior invoice including, without limitation, Customer's name or address, or billing amounts.