## RENTAL AGREEMENT

## THE UNDERSIGNED, HEREIN CALLED "RENTER", WHETHER ONE OR MORE, DOES JOINTLY AND SEVERALLY HEREBY RENT FROM THE RENTAL COMPANY, HEREIN CALLED "OWNER", THE ABOVE DESCRIBED PERSONAL PROPERTY, HEREIN CALLED "PROPERTY", AT THE RENTAL RATES SET FORTH BELOW.

<u>DAMAGES</u>: Renter is fully responsible for the loss, theft or destruction of said property from all causes and agrees to pay the owner the fair market value of the property in such event. In the event of damage and/or partial destruction from any cause, renter agrees to pay to the owner a reasonable cost of repair to said property. Products must be returned with all accessories and parts intact and in proper working order. Any excess damage to rental equipment aside from normal wear will be repaired or replaced (depending on the condition) at the expense of the renter.

With the exception of high chairs, BREEZY BABY TRAVEL COMPANY recommends children do not consume food or use bottles while using the equipment. Products must be returned in the condition received or a fee to be assessed at the time of return will be applied to the credit card on file.

<u>RENTAL RETURNS</u>: All returns are scheduled after 9:00 a.m. on return date. If you decide to extend your rental, you must notify BREEZY BABY TRAVEL COMPANY 24 hours prior to return date. Failure to do so will result in an additional service charge of \$30.00 plus all additional rent for the extended period.

<u>CANCELLATION POLICY</u>: All orders cancelled inside of 48 hours of delivery date will be charged 50% of the original order. All other cancellations will not be charged.

CAR SEAT INSTALLATION: Breezy Baby Travel Company does not install car seats.

## RELEASE OF LIABILITY

- 1. In consideration the rental agreement between myself and BREEZY BABY TRAVEL COMPANY, I acknowledge and agree to the following terms.
- 2. I understand that there exist certain risks of injury from the use or misuse of such items, including the potential risk of serious injury, disability or death from the use of such items.
- 3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, AND ASSUME FULL RESPONSIBILITY FOR MY USE OF SUCH ITEMS.
- 4. I understand the risks associated with the use of such items and understand the safety concerns regarding the items.
- 5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, HOLD HARMLESS, AND AGREE NOT TO SUE BREEZY BABY TRAVEL COMPANY, the lessor of all such items I have agreed to rent, their officers, agents and employees, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH OR LOSS OR DAMAGE to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF THE LESSORS OR OTHERWISE, except that which is the result of gross negligence or wanton misconduct.
- 6. I understand that this RELEASE OF LIABILITY covers each and every item which I have agreed to rent.
- 7. I further agree that this RELEASE OF LIABILITY shall be governed by the laws of the State of Maryland, State of New York, State of North Carolina, State of Virginia and the District of Columbia.
- 8. I have read and understand this RELEASE OF LIABILITY and fully understand its terms and I fully understand that I have given up substantial rights by signing it and I sign it freely and voluntarily without inducement.

Order Number: \_\_\_\_\_

X\_\_\_\_\_ (Signature)