



RENTAL CONTRACT

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 "equipment", at the rental rates set forth.

ORDER AND DELIVERY POLICY

A credit card is required for all orders. There is a \$50.00 minimum order requirement for delivery service Zones 1-3, and a \$100 minimum order requirement for delivery service to Zone 4. Orders can be placed online, or via telephone 7 days a week between the hours of 8:30am - 4:30pm PST.

There is a 2-day minimum on all orders.

Delivery/pick-up fees begin at \$35.

Any delivery service made outside of our hours of 8:30am - 4:30pm PST will incur an additional \$25-\$60 fee and are subject to availability. Special delivery accommodations must be arranged prior to the renter's travel dates. Orders placed on the same day that delivery is required may incur an additional \$25 fee. A re-stocking fee of \$50 will be applied for orders where items are moved, requiring delivery by the San Diego office and pick up by the North County office, or vice versa.

Renters who place an order online will receive an automatic email to confirm their order. Renters who place an order by phone will be emailed a confirmation of their order. Renters will be notified within 24 hours after placing their order if an item is not available for the requested dates. A telephone call may also be made if there are questions regarding delivery arrangements. Orders placed within 48 hours of the delivery date must be called in to check on availability. The renter must call to check on availability if he/she wishes to extend the rental period.

It is the responsibility of the renter to identify the appropriate contact person at the delivery address (hotel concierge, condo manager, private residence host etc.) and provide Toddler's Travels that person's phone number. A one hour window of delivery/pick up time will be scheduled via telephone with the contact person and/or customer 1-2 days before the delivery/pick-up date. If no-one is available to receive the equipment or allow pick-up at the agreed time, there will be an attempt to reschedule and an additional delivery fee will apply. If an agent needs to return to a location for any reason that is not due to an error on the part of Toddler's Travels, an additional fee will be applied to the order.

While we try to deliver to our customer's convenience, keeping delivery fees as low as possible also necessitates that Toddler's Travels' delivery schedule be at our discretion. A delivery route is set up to be as efficient as possible.

For airport deliveries, it is the responsibility of the renter to advise of changes in flight arrival time, and/or time on departure day that renter plans to return to airport/Rental Car Center. Upon arrival into San Diego airport, renter is to call Toddler's Travels and advise they have landed. If there are any flight

delays which alter the flight arrival time into San Diego airport, the renter must call Toddler's Travels to advise, otherwise there is a \$25 fee. If no call has been received from renter 30 minutes after stated arrival time, Toddler's Travels will begin deliveries to other customers and cannot guarantee timely delivery to airport/rental car center. On departure day, it is the responsibility of the renter to call Toddler's Travels 30 minutes prior to projected arrival time at airport/Rental Car Center. Rental items remain the responsibility of the customer until Toddler's Travels have retrieved all rental items.

Out of hours fees apply for deliveries/pick-ups outside of business hours of 8:30-4:30 pm and are subject to availability. The renter is to communicate via phone or email with Toddler's Travels to check if delivery is possible outside normal business hours.

Customer Pick-up/Return

Customers may pick up rental items from our San Diego or North County location for the cost of the rental items only. A reservation must be made in advance of arriving at our location to ensure availability. Rental items must be returned by 10 am **of rental end date** to avoid rental fees for that day, i.e. renting Saturday to Saturday is considered a weekly rental if the items are returned by 10 am.

An access code is provided via text to enter the Customer Room at the San Diego location. Access is possible before or after business hours with the understanding that personal safety is solely the responsibility of the customer. Rental items must be signed out upon picking up, and signed back in upon return.

For North County pick up, the address will be provided once the order has been placed, and rental items will be made available on the porch. No entry to the home or garage is allowed; this is a personal residence.

CANCELLATION AND EARLY TERMINATION POLICY

- Orders cancelled before 72 hours of the delivery date will be charged \$15.
- Orders cancelled within 72 hours of delivery date will be charged 50% of order (not including delivery fee).
- Orders cancelled once delivery has been attempted will be charged 50% of the order, plus the delivery fee.
- Refunds for early termination of rentals will be prorated at 50% of the remaining unused rental term.

EQUIPMENT SAFETY

Renter is responsible for complying with all state and local laws. Renter is responsible for complying with the regulations and rules of all property owners/managers or hotels where Toddler's Travels equipment is being used or located. Once in the possession of the renter, damage to property walls or furniture by the rental equipment is solely the renter's responsibility.

In the event that any rented equipment at any time during the rental period fails to function correctly, appears dangerous in any way, or renter does not know the correct operating procedure, renter shall immediately cease use of the rental item (s) and immediately thereafter notify and make contact with Toddler's Travels. If Toddler's Travels can correct the problem, renter may thereafter choose to continue the rental of such equipment, but shall again do so at renter's own risk. If renter does not wish to continue renting the equipment and a replacement is not available, a refund for the unused portion of time of the originally requested order period will be issued. If owner is notified that a rental item was unable to be used at the end of the rental period, no refund will be issued.

Links to manual instructions are provided on the website of Toddler's Travels; it is the renter's responsibility to read and follow all instructions provided by the manufacturer.

It is understood that renters are not permitted to assemble or disassemble full size cribs. Instructions on set up of cribs are provided in the rental confirmation email; if access to a renter's accommodation is not possible it is the renter's responsibility to follow set up instructions provided.

If renter is involved in any motor vehicle accident while using Toddler's Travels car seats, use of the car seat must cease immediately and a replacement car seat will be provided. Replacement cost of the car seat is the sole responsibility of the renter.

It is understood that safety gates are for use at the bottom of stairs only; it is not safe to install pressure-mounted safety gates at the top of stairs.

Toys must be returned with all pieces in the toys box otherwise a replacement cost of the toy will be charged.

The renter agrees that all equipment except for beach rentals, car seats, beach toys, strollers, and baby carriers are to be kept in their possession at the delivery address indicated and will not be removed without agreement in writing executed by owner.

DAMAGES AND SANITARY CONDITIONS

Full right, title and ownership of the equipment will at all times remain vested with Toddler's Travels. The renter will use the equipment only for and in accordance with its intended use and pursuant to any instructions provided therewith. The renter is fully responsible for the loss, theft or destruction of the equipment independent of cause and agrees to pay the owner the replacement value of the equipment in such an event. In the event of damage and/or partial destruction from any cause, the renter agrees to pay to the owner a sum equivalent to the cost of repair of the item or replacement value of the item, whichever is less. The equipment must be returned with all accessories and parts intact and in the same condition as when delivered, otherwise a \$25 cleaning fee will be added. No food/candy/drinks or sunscreen application is permitted in car seats/strollers. If food/drink or sunscreen stains are found, a \$25 cleaning fee may be applied.

It is understood that the renter is not to run or walk on wet sand with the BOB all-terrain strollers as the salt corrodes the springs.

RELEASE OF LIABILITY

In consideration of the rental agreement between myself and Toddler's Travels LLC, I acknowledge and agree to the following terms:

1. I agree that I am responsible for the correct use of rental items according to manufacturers' instructions and guidelines.
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.
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, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby hold harmless, and agree not to sue the Toddler's Travels LLC, the owner of all such items I have agreed to rent, their officers, agents and employees, with respect to any and all injury, disability, death and loss or damage to person or property, whether caused by the negligence of the owner or otherwise, except that which is the result of gross negligence or wanton misconduct.
5. I understand that this RELEASE OF LIABILITY covers each and every item which I have agreed to rent.
6. I further agree that this RELEASE OF LIABILITY shall be governed by the laws of the State of California.

Arbitration of Disputes:

The Parties shall make a good-faith effort to settle any dispute or claim arising under the terms of this agreement through mediation with the assistance of a mutually acceptable mediator. If any party commences an action based on a dispute or claim to which this paragraph applies, without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. If the Parties fail to resolve any such disputes or claims, they shall submit them to arbitration under the provisions of the California Code of Civil Procedure, Section 1280, et.seq.

ALL ITEM(S) ARE RENTED WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Signature: _____

Date: _____