



**NORTHERN COLORADO BABY EQUIPMENT RENTAL, LLC**

**Rental Agreement and Disclaimer**

(Hereinafter referred to as the "Agreement")

I, \_\_\_\_\_ (hereinafter referred to as "Renter"), hereby agree to disclaim, waive and release NORTHERN COLORADO BABY EQUIPMENT RENTAL, LLC, its owners, heirs, executors, administrators, agents, assigns, and all other persons, firms or corporations affiliated in any way with NORTHERN COLORADO BABY EQUIPMENT RENTAL, LLC, (hereinafter collectively referred to as "NoCoBabyRental"), from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, and particularly on account of any and all injuries, known and unknown, to person or to property or both, which result in any way from the use of the products rented from NoCoBabyRental by Renter (the products rented from NoCoBabyRental by Renter are hereinafter collectively referred to as the "Equipment"). Without limiting the generality of the foregoing, NoCoBabyRental will not be held liable for any injury to Renter, Renter's children, or any other adults or children, or any damage to property by the use of the Equipment. RENTER IS RENTING THE EQUIPMENT AT RENTER'S OWN RISK. Renter also acknowledges that Renter is familiar with, and knows how to operate, the Equipment and is taking full responsibility for using the Equipment.

Renter represents and warrants that each item of rented property is of a type, design, quality and manufacture selected by Renter, acceptable to Renter and suitable for Renter's purposes, Renter acknowledges that NoCoBabyRental is not the manufacturer or supplier of the equipment or the representative of either, that NoCoBabyRental is not required to enforce any manufacturer's warranties on behalf of NoCoBabyRental or Renter, that NoCoBabyRental has not inspected and is not obliged to inspect the Equipment, and that NoCoBabyRental rents the equipment to Renter "As Is," without warranty or representation either express or implied, and NoCoBabyRental expressly disclaims any warranty, express or implied, as to the title, condition, fitness for use for a particular purpose, design, compliance with specifications, operation, or merchantability thereof, the absence of latent or other defects, whether or not discernible, the absence of infringement of any patent, trademark or copyright, or any other matter whatsoever, it being agreed that all such risks, as between NoCoBabyRental and the Renter are to be borne by the Renter.

Renter further agrees to indemnify and hold harmless NoCoBabyRental from and against any and all claims, liabilities, including negligence, tort and strict liabilities, demands, actions, suits and proceedings, losses, costs, penalties, and damages, including without limitations, reasonable attorneys' fees and costs (collective, "Claims"), arising out of, connected with, or resulting from the manufacture, selection, rental, purchase, delivery, possession, condition, use, operation, handling, transportation or return of the Equipment.

Governing Law and Jurisdiction: This Agreement is made and shall be governed and construed in all respects, including validity, interpretation and effect, by the laws of the State of Colorado. Renter agrees that the venue (i.e., location) for any legal action shall be located within Larimer County, Colorado.

By placing your order you are expressing your agreement with, and consent to, all of these terms and conditions.

## **RENTAL TERMS AND CONDITIONS**

### **DELIVERY & PICK-UP POLICY**

- Please check the equipment upon receipt and call us immediately if there is a problem with any item delivered. We will either replace the item or provide a credit for the cost of that item.
- An additional delivery charge of \$20-\$50 depending on location and time of delivery charges may vary will be charged over and above the rented items.
- Delivery and pick-up hours are from 8:00am-4:00pm on week days and from 9:00am-3:00pm on Weekends. We reserve the right to change our delivery and pick-up hours or close early, in which case the renter will be notified prior to the changes being made. Please check availability at the time of your reservation.
- **All equipment** must be ready for pick-up by the time requested. If customer cannot return equipment or equipment is not ready for pick-up at the time specified, customer will be responsible for additional fees including extra day rental charges and additional delivery fee.
- If customer is arriving by airplanes or vessel and trip is cancelled or delayed, customer must notify immediately contact NoCoBabyRental immediately at (970) 377-3481 or by email at Info@NoCoBabyRental.com.
- We will wait a maximum of 15 minutes in case the person accepting the equipment has not arrived. We will call you or the local contact and the best effort to deliver items. An additional charge of \$25 will apply on a second delivery attempt.
- Customer must notify security guards, gatehouses, or hotel concierge of the delivery and pick up of rented items prior to our arrival.
- Should you leave before the scheduled date or time, please notify us in writing or by phone at least 24 hrs. in advance.

### **CAR SEATS:**

- We do not install car seats, instructions are provided with the equipment. We recommend that you visit a local county fire station if you need assistance.

### **CRIBS:**

- The delivery person will assemble the crib at the time of delivery and will disassemble it at the time of pick up. Clients are NOT allowed to assemble, disassemble or move/transport cribs to any other location. Do not take cribs apart under any circumstances.
- If you move/assemble/disassemble a crib and it gets damaged you will be responsible pay the replacement cost of a new crib.
- Please specify the location of the crib at the time of your reservation (i.e. master bedroom, guest bedroom, etc.)

### **PAYMENT:**

No deliveries will be made unless we obtain a confirmation from merchant bank that the credit card or payment was approved. Credit card will be charged 48 hours prior to delivery.

- Equipment may vary from pictures shown on web site in brand, model, and color.

### **EQUIPMENT RETURN:**

- Equipment is to be returned in the same working condition, with all accessories and parts, as it was when delivered. If equipment is lost or damaged, the cost to repair or replace the item will be the full responsibility of the renter and will be charged to the credit card on file. Please return all parts to items, including instructions, containers provided, toy parts, cases, etc.
- Do not apply sun block and/or oil tanning lotions when using our strollers. These products stain the fabric.
- High chairs must be returned free of food and debris. Some baby food may stain the high chair cover.
- We ask that renter does not clean the linens. NoCoBabyRental uses specific detergents and we will launder all items once returned.

**\* Excessive soiling needing more intensive cleaning will result in an additional charge of \$20 per item. If item is unable to be laundered, customer will be responsible for replacing the item.**

### **DELIVERY LOCATION PROCEDURES:**

#### **Hotels & Resorts:**

- Please notify the hotel in advance that we will be making a delivery. We will leave the equipment at the front desk marked clearly with your name, or we will deliver them directly to your room and set them up if the facility allows and that is the renter's request. Cribs must be delivered directly to the room as they require assembly.
- Please return all equipment to the front desk clearly marked with "NoCoBabyRental" unless other arrangements have been made in advance.

#### **Rental Homes and Private Residences**

- Please provide us with a local contact so we can schedule your delivery and pickup directly with the local contact.
- You must notify us in advance if the crib has to be setup in a second floor. We do not move/arrange furniture in order to setup cribs. The location of the crib must be a secure and reasonably accessible location.

### **CANCELLATION & REFUND POLICY:**

- Cancellations made 48 hrs prior to the delivery date will receive a full refund minus a \$20 processing fee.
- Cancellations made within 48 hrs of the scheduled delivery time will be charged for 50% of the total order.
- **No refunds are issued for unused items**

By placing your order you are expressing your agreement with, and consent to, all of these terms and conditions.

## DISCLAIMER OF WARRANTY

The following disclaimer of warranty will appear on every receipt and must be agreed to at the time of delivery in order to utilize NoCoBabyRental services:

This is a contract of renting only and not of sale. The undersigned Renter agrees that he/she has rented the item(s) herein described upon the express condition that it will at all times remain the property of the rental agent named above; that he/she will return at once to the rental agent any item(s) not functioning normally; that he/she will pay promptly when due all charges which accrue because of the rental, including damages to said item(s). In the event the Renter fails to return said item(s) at the agreed time, or fails to abide by any of the other terms of this contract, the rental agent may repossess it without notice to the Renter, and the rental agent is hereby released from all claims arising there from. All charges are based on the time item(s) is/are in the Renter's possession, whether in use or not. Renter will be charged the current department store price for any items requiring replacement. Renter is responsible for correct use of rental items according to manufacturers' instructions and guidelines. The rental agent is not responsible for accidents or injuries caused directly or indirectly in the use of the rented item(s).

I, Renter, confirm that I have read this agreement and voluntarily assume all risks of any damages occurring in connection with the item(s) in this rental agreement. I hereby agree for myself, all of my family and all heirs to waive, release and discharge NoCoBabyRental, their rental agents, servants, employees, agents, officers, directors, or representatives for any and all liability for any property damage, loss, personal injury, loss of life and/or other casualty which may occur during the course of this rental agreement and the use of the item(s). It is further understood and agreed that this waiver, release and assumption of risk is to be binding on my heirs, next of kin, executors, administrators, and assigns in the event of any death or injury.

**DISCLAIMER OF WARRANTY. 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. I HAVE READ THIS RENTAL AGREEMENT AND HAVE FULLY INFORMED MYSELF OF ITS CONTENTS BEFORE I HAVE SIGNED IT. I FREELY ACCEPT AND EXPRESSLY ASSUME ALL RISKS, DANGERS, HAZARDS THAT MAY ARISE FROM ANY ACTIVITES OR STANDARD EQUIPMENT USE THAT COULD RESULT IN PERSONAL INJURY, LOSS OF LIFE AND PROPERTY DAMAGE.**