

BABY-ON-A-GOGO INC.
37 Springdale Avenue
White Plains, New York 10604

RENTAL AGREEMENT

THIS RENTAL AGREEMENT (hereinafter referred to as "Agreement") is made by and between BABY-ON-A-GOGO INC., a New York Corporation (hereinafter referred to as "Company") and _____ (hereinafter referred to as "Client") of _____, on this _____ day of _____, 20____. Upon execution of this Agreement by Client, Company will provide Rental Equipment (hereinafter "Equipment") for the Client under the Terms and Conditions set forth below and delineated on the reverse side of this Agreement:

1. **SERVICES:** Company shall comply with all local, state and federal laws in connection with providing rental of baby equipment, items and other related services, as agreed with Client. A more particular description of the kind of rental of equipment or services agreed to be performed are attached hereto as Exhibit "A" and made a part hereof as the "Scope of Services and Compensation."
2. **DELIVERY, SETUP AND RETURN:** Client shall have a person present who can receive the Equipment, inspect and sign for it at the time of Delivery.

Setup shall be performed by Client unless otherwise indicated in this Agreement. Knockdown shall be performed by Client unless otherwise indicated in this Agreement and the Equipment shall be returned or picked up as indicated below. Equipment shall be returned in the same condition as when received subject only to reasonable wear and tear. Equipment not cleaned shall be subject to no less than a \$50 per hour cleaning fee which may be charged directly to the credit card left on file. Pickup shall be between the hours of 10 a.m and 2 p.m., and both pickup and delivery shall be scheduled in advance.

Car Seats: Due to liability concerns, we cannot install car seats. We do however, provide instructions on how to do so. If you are ever unsure, any local fire department installs them and checks them for free.

With the exception of hotels, it is your responsibility to identify the appropriate contact person and phone number at the delivery address. Delivery and pickup times are established by telephone. If no-one is available to receive the equipment or allow pickup at the agreed time, there will be an attempt to reschedule and an additional delivery fee of \$25 will apply. If we need to return to a location for any reason that is not due to an error on the part of us, an additional \$25 fee will be applied to the order.

Porch Delivery or Pickup: Under certain circumstances, we are able to deliver and/or pick up rental equipment on a porch but suitable arrangements must be made in advance, which is determined on a case by case basis with weather and safety in mind. Client assumes all liability for such provisions

3. **COMPENSATION AND EXPENSES:** In consideration for the rent and/or services to be performed by Company under this Agreement, the Client will pay compensation to Company as stated in Exhibit "A". Company including any fees such as Delivery of Equipment as agreed and stated. Client shall pay to Company all compensation upon execution of this Agreement or on such date as described in Exhibit "A." Failure of Client to pay fees and expenses as required herein date shall be deemed a material breach of this Agreement, justifying retrieval of the rental Equipment or suspension of the performance of the services provided by Company and it shall be sufficient cause for immediate termination of this Agreement by Company. Any such suspension will in no way relieve Client from payment required hereunder, and, in the event of collection, Client shall be liable for any costs associated with such

collection, including, but not limited to, legal costs, attorneys' fees, courts costs, and collection agency fees which may be deducted without notice against the credit card left on file for this agreement.

4. **PAYMENT:** Payment in full is required at the time of reservation and placement of the order generally via phone. No checks or cash accepted and no deposit is required, however we do retain your credit card information including a number, expiration date, and security code securely maintained on file for any extra charges that may occur. **Your information is never sold.**
5. **TERM:** This Agreement for rental shall commence on the date first above. The Client agrees to return all rental Equipment in a timely manner and according to the date as state in Exhibit "A". Unless this Agreement is extended by both parties in writing the client will be subject to a late fee of twice the daily rental agreement for every day or part thereof past the termination date of the rental agreement without waiver of any and all other rights the Company may have. Further, Company may also terminate this Agreement in its sole discretion. There is no minimum rental period.
6. **CONDITION:** Any damages to the rented items will be sole responsibility of the Client. Client must notify Company immediately of any eventual malfunctions or breakages of the rental Equipment. Client understands that use of Equipment must be in accordance with the instructions imparted by Company personnel and the any manuals or instructions provided with the Equipment. Client will personally return the rental to Company at the end of the time agreed on this contract. The Equipment, at all times, remains the exclusive property of Company, the Client is fully responsible for damage or loss to the Equipment: If Equipment is lost, destroyed or damaged beyond repair, Client agrees to pay Company the restitution value of the Equipment.
7. **FITNESS of PURPOSE:** Company prior to the release of items contemplated hereunder shall inspect and examine any Equipment so released *and Client shall also inspect and examine* such Equipment to insure it is clean and in good working order, however Client is solely and exclusively responsible to insure such Equipment if suitable and proper for the use intended by Client of such Equipment including age and capabilities of the children for which Client has rented the Equipment contemplated by this Agreement.
8. **EQUIPMENT IMAGES:** Website photos of equipment depicted on the website may not necessarily represent the actual rental equipment, though Equipment rented may not be as depicted but will be comparable. If you are require the specific rental item by the picture, we ask that you please communicate that in the 'Special Requests' part of the reservation form.
9. **ACCEPTANCE:** The undersigned Client acknowledges receipt of a true copy of this Agreement and acknowledges that client, or Client's representative, has read and understands the content thereof and accepts same under the terms and Conditions stated herein and delineated on the reverse side of this Agreement. The services specified are hereby authorized and payment will be made as outlined herein.
10. **LIMITATION OF LIABILITY:** It is understood and agreed that Company **HEREBY DISCLAIMS ANY AND ALL LIABILITY AND CLIENT SHALL ASSUME ALL RESPONSIBILITY FOR ANY AND ALL LIABILITY, PERSONAL INJURY OR PROPERTY DAMAGE, LOSS OR DELAY, OR CHANGE OF ITINERARY INCURRED BY ANY PERSON OR RENTER ARISING OUT OF THE ACT OF NEGLIGENCE OF ANY DIRECT OR INDIRECT ACT OF THE CLIENT, A PERSON ACTING UNDER THE AUTHORITY OF THE CLIENT, OR ANY PERSON WHILE THE RENTAL WAS UNDER THE SUPERVISION OF THE CLIENT. COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY STATED HEREIN. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED. COMPANY SHALL IN NO EVENT BE LIABLE FOR ANY DEATH, DAMAGE LOSS OR DELAY IN ANY**

MEANS OF TRANSPORTATION OR BY REASONS OF ANY EVENT ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE AMOUNT PAID BY CLIENT, IF ANY, FOR THE VALUE OF THE RENTALS/SERVICES PROVIDED HEREUNDER. IT IS EXPRESSLY PROHIBITED TO USE COMPANY RENTAL EQUIPMENT BY MINORS WITHOUT ADULT SUPERVISION TO BE PROVIDED BY CLIENT.

11. **INDEMNIFICATION:** Client shall indemnify and hold harmless COMPANY against all claims, obligations or liabilities including court costs and attorneys' fees, arising out of Client's tortious or unauthorized acts, misrepresentations, omissions, failure to perform its obligations hereunder, or any acts not expressly authorized in writing, related to or beyond the scope of their Agreement as well as acts or omissions of the Client's third parties. Client agrees to instruct all other persons using the Equipment as to proper usage thereof.
12. **CANCELLATION POLICY:** You may cancel your order at any time up to 3 days of your scheduled delivery date to avoid any charges. If cancelling with 72-24, you will be charged half (50%) of your reservation amount. You will be charged your full reservation plus delivery if you cancel within 24 hours. If the rental equipment has already been delivered when the cancellation is made, then your card will be charged 100% for your order. Please remember that we have held the rental equipment especially for you and in cases of cancellations we haven't had the opportunity to rent them out to another party.
13. **TERMINATION:** This Agreement may be terminated by Company and Company may, at its option, declare any unpaid balance and other sums payable by Client hereunder immediately due and payable for any one or more breaches of this Agreement by Client including failure of payment or the declination of credit card by the credit card company or dishonor of a check. Client may not cancel the rentals or services to be rendered by Company without express written permission from the Company.
14. **ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding of the parties and supercedes all prior discussions, negotiations, agreements and understandings, whether oral or written, with respect to its subject matter. No change or modification of this Agreement shall be valid unless it is **IN WRITING AND SIGNED BY ALL THE PARTIES** who are bound by the terms of this Agreement, however fax or electronically transmitted signatures shall be deemed originals with the same force and effect thereof. This Agreement may be signed in counterparts, the sum of which taken together shall constitute a single binding agreement.
15. **SEVERABILITY:** If any provision of this Agreement is held invalid, unenforceable, or void by a court of competent jurisdiction, this Agreement shall be considered divisible as to such provision, and the remainder of the Agreement shall be valid and binding as though such provision were not included in this Agreement.
16. **VENUE AND JURISDICTION:** This Agreement shall be governed by the laws of the State of New York. Any dispute or action relating in any way to these parties shall be subject to the laws of the State of New York and brought within Westchester County New York. By this Agreement, Service of Process upon Client to the address above or any other address may be effectuated by Fedex or any nationally recognized overnight courier service including any address outside New York State.
17. **NO-WAIVERS:** The waiver by any party of any other party's breach of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach, and the waiver by any party to exercise any right or remedy shall not operate nor be construed as a waiver or bar to the exercise of such right or remedy upon the occurrence of any subsequent breach. No action on the part of either party to this Agreement shall be interpreted as waiver unless such action shall be in writing.

18. **INFORMATION:** All information obtained herein is NOT sold to other vendors and such is maintained and used for internal purposes.

The parties hereto have executed this Agreement by their signatures below:

Client:

BABY-ON-A-GOGO INC.:

I HAVE READ THIS AGREEMENT

Print Name: _____ **Representative's Print Name:** _____

Signature **Representative' Signature**

Acceptance Date: _____ **Acceptance Date:** _____

CREDIT CARD / PAYMENT INFORMATION:

Expiration date: _____ **Code:** _____

Name on Card: _____

Billing address: _____

Id (Drivers License or Government issued identification):

EXHIBIT "A"

Scope of Contract for Rental/Services and Compensation

DELIVERY ADDRESS: _____

DELIVERY DATE: _____

RETURN ADDRESS: _____

RETURN DATE: _____

SPECIAL REQUESTS: _____

Rental Item/Service
Rental Fee
Return Date - due
Actual

19. _____

\$ _____
per _____

Serial #: _____

Instruction manual: _____

20. _____

\$ _____
per _____

Serial #: _____

Instruction manual: _____

21. _____

\$ _____ per

Serial #: _____

Instruction manual: _____

22. _____

\$ _____
per _____

Serial #: _____

Instruction manual: _____

23. _____

\$ _____
per _____

Serial #: _____

Instruction manual: _____

6. _____

\$ _____
per _____

Serial #: _____

Instruction manual: _____

Total Delivery Fee shall be \$ _____ for the following Rental Items above _____

Return _____ item _____ INFORMATION:

SIGNATURES: _____

ADDITIONAL PAGES: _____