

Kids Gear to Go LLC
RENTAL POLICIES AND PROCEDURES

By executing the Rental Agreement with Kids Gear, LLC, you agree to the following:

- (1) Condition of Items. You have inspected all of the items being rented to you by Kids Gear ("the rental items") and have found them to be clean, in good physical condition and fit for their intended purposes. You agree that you are renting the items "as is", and you are not relying upon any representation of Kids Gear LLC (Kids Gear) or its members, agents or employees regarding the condition or proper use of the items.
- (2) Condition At Return. You will return all rental items in the same physical condition as when you received them, reasonable wear and tear excepted. Linens need not be laundered before returning.
- (3) Damaged Items. If any rental item is returned damaged, dirty, stained, or with missing parts or manuals, Kids Gear may charge you an additional charge equal to the cost of restoring the item to its pre-rental condition, reasonable wear and tear excepted. If the item is irreparable, you will be obligated to purchase the item from Kids Gear at its pre-rental fair market value.
- (4) Rental Period. The actual rental period will be set forth in the Rental Agreement. The rental period may only be changed by execution of a new Rental Agreement, or upon the express prior consent of Kids Gear.
- (5) Late Items. If you fail to return any rental item by the agreed-upon date and time, you will be charged daily rent for such item at the rate set forth in the Rental Agreement. In addition, Kids Gear may pursue any or all of the following remedies:
 - (A) Kids Gear may repossess the rental item without notice to you, and charge a repossession fee of \$100.00 for that item. In the event of repossession, you agree to hold Kids Gear harmless from any claims or damages arising as a result.
 - (B) Kids Gear may charge you a late fee of \$50.00 per day for each day, or portion of a day, that the item is late.
 - (C) If, as a result of your failure to return an item on time, Kids Gear is unable to satisfy its obligations to another customer; Kids Gear may purchase a replacement item for such other customer's use, and charge you 1/2 of the cost of the replacement item.
 - (D) Kids Gear may charge you for any other costs or expenses reasonably incurred as a result of your failure to return an item on time.
- (6) Cancellation. Cancellations must be made 48 hours before the pre-arranged pick-up or delivery time. If you cancel later than this, you will be assessed one day's rent for all cancelled rental items.
- (7) Delivery Fee. You are responsible for making sure someone is home when Kids Gear arrives to pick up or deliver rental items. Any return trips which are not the fault of Kids Gear will result in an additional delivery/pickup fee.
- (8) Collection. You acknowledge and agree that any amounts owed to Kids Gear, including, but not limited to, rents, repair costs, cleaning costs, replacement costs, repossession fees, delivery fees, or late fees, may be charged to the credit card number set forth on the Rental Agreement. You agree to defend, indemnify and hold harmless Kids Gear from any and all claims, demands, suits, actions, and/or liabilities of any kind whatsoever for damages, losses, costs, attorney fees and/or expenses resulting from such credit card charges.
- (9) Renter Assumes Risk of Use. You acknowledge that the rental items are being used at your own risk, and that you are solely responsible for familiarizing yourself with the proper installation and use of the rental items prior to their use and for properly installing and using the rental items. If rental items come with written instructions, you are responsible for reading and following the instructions as printed.
- (10) Release of Liability/Indemnity. You agree to defend, indemnify and hold harmless Kids Gear, LLC and its members, agents and employees, from and against any and all claims, demands, suits, actions, damages, losses, costs, liabilities, expenses or attorney fees of any kind, including, without limitation, those related to injury to or death of any person or damage to any person's property, arising from your or any other person's possession or use of a rental item from the commencement of your rental period until the time the item is returned to Kids Gear.
- (11) Ownership. Full right, title and ownership of the equipment will at all times remain vested with Kids Gear.
- (12) Heirs and Assigns. The Rental Agreement and these Rental Policies and Procedures shall be binding upon you, your heirs, executors, trustees, and assigns.

I have read and understand the above Rental Policies and Procedures, and agree to be bound by them.

SIGNED: _____

DATED: _____