

# Travelbug Baby Rental Agreement & Liability Waiver



This agreement shall be between you herein referred to as the “Client” and the Owner herein referred to as “Travelbug Baby” located in Toronto, Ontario for the rental of “Baby Equipment” and the sales of “Travel Supplies”. Travelbug Baby remains the sole owner of all its rental equipment.

The Client recognizes the Baby Equipment shall be used for personal use only. By signing and accepting the terms and conditions of this rental agreement the Client acknowledges that they have read, understood and agreed to the terms stated below.

## Section 1: Rental Details

This Agreement/Waiver dated \_\_\_\_\_ is between Travelbug Baby (the “Owner”) and \_\_\_\_\_ (the “Client”). The Client agrees to rent the baby equipment from: \_\_\_\_\_ to \_\_\_\_\_ (the “Rental Period”).

## Section 2: Terms & Conditions

### Reservation and Payment of Rental Fees

- All reservations require a valid Visa or MasterCard number to be confirmed. A confirmation email will be sent by Travelbug Baby within 24 hours.
- A minimum order of \$40 CDN not including (13% HST) and delivery is required.
- The credit card supplied will be charged at the time of reservation and to confirm the order.
- Cash payments, if pre-arranged, must be made at the time of delivery providing the client is present. If the client fails to pay, Travelbug Baby reserves the right to render the rental agreement void and will not leave the rental baby equipment. The credit card used to secure the reservation will be charged the delivery charge plus a \$20 non-payment fee.

### Cancellation Policy

- To cancel an order, a minimum of 48 hours notice of the pre-arranged delivery time is required. A \$30 cancellation fee will apply if the order is cancelled with less than 48 hours of the pre-arranged delivery time.
- Any changes including adding baby equipment to your order can be made at any time. Baby equipment will be subject to availability. The credit card supplied will be amended to reflect any change in fees.

### Instruction Manuals for Baby Equipment

- The client will receive the manufacturer’s instruction manuals for any baby equipment rented.
- The client agrees to read the aforementioned manuals in order to become familiar with and properly use the equipment.

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- The client acknowledges that Travelbug Baby is not responsible for the client's failure to abide by the recommendations or instructions in the manuals.
- The client agrees to return the manuals in good condition to Travelbug Baby or be charged a \$10 reprinting fee.

## Delivery & Pick up

- If you require delivery to your hotel and you will not be present, please advise your hotel that you are expecting rental equipment from Travelbug Baby. We will contact your hotel to confirm delivery arrangements.
- The fee for delivery will be determined at the time of reservation and you will be advised prior to any charges placed on the supplied credit card.
- The client agrees to examine the baby equipment delivered to ensure that all items are available. The client will notify Travelbug Baby if there are any discrepancies.
- Travelbug Baby will not be held responsible for late deliveries due to extreme weather conditions and acts of God, but we will notify the client in the case of such an unlikely event.
- Travelbug Baby does not install car seats. We can provide a referral if a client requires assistance with installation.
- The client is responsible to ensure the baby equipment is available for pick-up at the agreed upon location and time.
- If the client does not return the equipment at the agreed upon time and location, Travelbug Baby reserves the right to charge a daily rental fee until the equipment is returned plus a \$25 late fee. Please notify if you require an extension to avoid the additional charge and to confirm availability.

## Return Policy

- Travelbug Baby will at its discretion replace the item with another similar product or refund the client's money if the client is not satisfied.
- Travel supplies sold to the client may be returned within 14 days of purchase if the item is found to be defective. The client's money will be refunded.
- We do not accept products sold for return that have been opened and used, unless they are defective.
- Feeding products and accessories may not be returned.

## Damage or Loss of Equipment

- The client agrees to return the equipment in the condition it was received and will notify Travelbug Baby immediately if any damage occurs.
- The client accepts full financial responsibility for the care of the equipment while in the client's possession and agrees to follow the manufacture's recommended age, weight and height in its use.
- A minimum cleaning charge of \$10 per item will be applied for excessive soiling of equipment and charged to the supplied credit card. Excessive soiling may include chewing gum, vomit, stickers, crayon, markers or other difficult to remove substances.
- The client is responsible for loss, theft, destruction of equipment or fails to return all items and agrees to pay the full replacement value for the equipment.

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## Section 3: Liability Waiver

By accepting and using the rental Baby Equipment, the client and any user, acknowledges that the equipment is being used at their own risk. Travelbug Baby, its employees, owner, and affiliates will not be responsible for accidents, injuries or damages caused directly or indirectly by the use or misuse of the baby equipment.

The client and any user agree to hold harmless, the owner, from any liability for injury, death, property loss or damage which may result directly or indirectly from the use of the rental baby equipment and from missing or inappropriate parts of the rental baby equipment including all liability which may result from acts of the owner. They further agree to indemnify the owner for any loss, damage and costs, as well as those which may result from claim or law suit for personal injury, death, property loss or damages related in any way to the use of the rental baby equipment. This contract is governed by the laws of Canada and the province of Ontario.

## Section 4: Rental Agreement & Liability Waiver Signature

By signing this Agreement/Waiver, the Renter agrees to the terms and conditions & liability waiver stated in this Agreement/Waiver.

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature of "Client"

\_\_\_\_\_

Date

Client Address: \_\_\_\_\_

Home Phone-number: \_\_\_\_\_

## Section 5: Payment Method

This is *only necessary* if credit card information has not been provided on our Order Form or over the phone.

PAYMENT METHOD			
<i>All orders are Subject to 13% HST and a delivery fee.</i>			
Cardholder's Name:	<input type="checkbox"/> VISA	<input type="checkbox"/> MASTERCARD	
Card Number:	Expiry Date:	CVC#:	
I authorize Travelbug Baby to process payment using the credit card information supplied on this form.			
Signature:	Office Use Only:		