



Rental Agreement

This agreement is made between _____ hereinafter “Client(s)”) and Mountain Baby Outfitters, a Montana Limited Liability Company. Mountain Baby Outfitters LLC will deliver the rental equipment on _____ between 10:00a.m. and 3:00p.m and will pick-up the equipment on or after 10:00a.m. on _____.

Delivery will be made to and pick-up will be made from the location listed on the rental confirmation email. Additional trips that are not the fault of Mountain Baby Outfitters LLC, such as failed delivery attempts, will incur an additional charge equal to the delivery fee stated in the rental confirmation email.

Client(s) agrees to notify Mountain Baby Outfitters LLC immediately if the vehicle in which one of Mountain Baby Outfitters LLC car seats is installed is involved in an accident, as the car seat will no longer be safe to use and will need to be removed from Mountain Baby Outfitters LLC inventory.

For purposes of executing this Agreement, a document signed and transmitted electronically by email or received by fax is to be treated as an original document.

Release of Liability

Client(s) acknowledges and agrees that to the greatest extent allowed by Montana law:

- The risk of injury exists from the use or misuse of each piece of rental equipment, including the potential risk of serious injury, disability or death.
- Client(s) either (a) understand the risks associated with the equipment or (b) has asked Mountain Baby Outfitters LLC about the risks and has obtained information that is satisfactory to Client(s).
- Client(s) is familiar with, and knows how to operate the equipment and is taking full responsibility for using the equipment.
- Client(s) is renting the equipment at Client(s)’s own risk and agrees that Mountain Baby Outfitters LLC is not responsible for accidents or injuries caused directly or indirectly in the use of the rented item(s).
- Client(s) is knowingly and freely assuming these risks on Client(s)’s behalf and on behalf of any and all users of the equipment, including Client(s)’s minor children, or any other adults or children.
- Client(s) whether jointly or severally, hereby releases, now and forever, Mountain Baby Outfitters LLC from any and all claims, causes of action, or liability arising from this agreement. This is intended to be both a Release of Liability and a Covenant Not to Sue.
- Client(s), whether jointly or severally, hereby agree, now and forever, to hold Mountain Baby Outfitters LLC harmless from any such claims made by any user of the equipment, including minor children.
- This Agreement shall be governed and constructed in all respects, including validity, interpretation and effect, by the laws of the State of Montana. Client(s) agrees that the venue (i.e. location) for any legal action shall be located within Gallatin County, Montana.

I have read and do understand this Agreement, including its Release, Covenant Not to Sue, and Hold Harmless provisions, and that I have given up substantial rights by signing it and I sign knowing freely, and voluntarily on the date aforementioned:

Client(s)'s Signature

Date

Client(s)'s Printed Name

Rental Agreement and Release of Liability

Mountain Baby Outfitters LLC Terms and Conditions

MOUNTAIN BABY OUTFITTERS LLC HEREBY LEASES TO CLIENT(S) THE RENTED EQUIPMENT SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW:

1. Definitions:

- RENTED EQUIPMENT. The “Rented Equipment” is the specific pieces of equipment owned by Mountain Baby Outfitters LLC, which Client has in their possession during a portion or all of the Rental Period.
- CLIENT. The “Client” is the person or persons who reserves the Rented Equipment from Mountain Baby Outfitters LLC.
- COMPANY. The “Company” is Mountain Baby Outfitters LLC, a Montana Limited Liability Company.

2. Delivery:

- Prior to delivery, all of our equipment is sanitized. Your equipment can be delivered to hotels, motels, resorts, bed and breakfasts, rental homes and non-rental private residences within Gallatin County, MT.
- All Deliveries are made between 10:00am and 3:00pm MST unless otherwise specified. We can accommodate special delivery requests on a case-by-case basis, based upon our schedule.
- A \$45.00 minimum order is required.

Delivery fee is \$35.00 for the following locations: Bozeman and Belgrade.

Delivery fee is \$135.00 for Big Sky .

An additional \$15 fee will apply for same day service.

In addition to delivery charges and fees there is a daily/weekly charge per item rented as outlined on the Order Form.

A \$250 deposit is required at time of order and is fully refundable upon return of all rented, undamaged equipment.

- Client agrees not to disassemble full-sized cribs or move them to a different location from where they are originally set up without the permission of Mountain Baby Outfitters LLC. Client also agrees that they are responsible for correct use of rental items according to manufacturer’s instructions and guidelines.

Delivery Location Procedures:

Hotels, Motels, Resorts and B&B’s:

Please notify the hotel in advance, including the concierge, that we will be making a delivery at your scheduled hour. Some hotels allow us to deliver the equipment directly to your room. Otherwise, we will

leave your equipment at the concierge marked clearly with your name (not an option for full-size cribs).

Rental Homes:

Your equipment will be placed in your rental house prior to your arrival. Simply provide us with any contact information you have for where you are staying and we can schedule your delivery and pickup directly with the contact. Please note this service is only available based on the rental property manager's discretion.

Non-Rental Private Homes:

Simply provide us with any contact information you have for the delivery location and we can make delivery arrangements directly with the contact.

3. Rental Returns:

- All pick-ups should be ready by 10:00am on day of departure unless previous arrangements have been made. Late returns will be charged on a daily basis.
- If you decide to extend your rental, you must notify Mountain Baby Outfitters LLC 48hrs prior to return date and we will do our best to accommodate your request.
- Client agrees to return all equipment to the original delivery location unless prior arrangements have been made. Equipment that is unable to be retrieved in a timely fashion will result in a charge of additional rental day(s) and a return trip fee of \$35.00.
- Client agrees to return equipment in the condition in which it was delivered by the dates and time agreed upon for pickup. Failure to return the equipment, whether due to loss, theft, and destruction or otherwise will result in the Client being charged the full cost to replace the item(s). Equipment returned but damaged will be repaired if possible or replaced, costs to be charged to the Client.

4. Cancellation & Refund Policy:

- Orders cancelled 7 days or earlier before the start of the rental period will receive a full refund, less a 10% cancellation fee. No refunds are available for orders cancelled less than 7 days from the scheduled delivery.
- Mountain Baby Outfitters LLC will make no reimbursement for unused time or for unused equipment.

Terms & Conditions

5. Deposit, Fees & Payments:

A \$45.00 minimum order is required. All fees are due at the time a reservation is made. A deposit of \$250 is required and fully refunded upon return of all undamaged items rented. Fees will vary depending on the length of rental and types and amounts of rental equipment that is rented. Your credit card will be charged when you place your order. Please order your rental equipment only once your travel plans are confirmed.

6. Reservations:

Reservations can be made via emailing the order form to mtnbabyoutfitters@gmail.com, faxing, or by phone to (406)586-0510, and must be secured with a credit card number. All reservations made within 48hrs of delivery must be made over the phone. A contact phone number must be provided at the time that any reservation is made. All email orders will be confirmed by Mountain Baby Outfitters via email or telephone within 48hrs of reservation.

7. Damaged Equipment:

- If any rented equipment is returned to Mountain Baby Outfitters LLC (i) in an exceptionally dirty condition (cleaning required beyond Mountain Baby Outfitters LLC standard cleaning procedures); (ii) in a condition that requires professional cleaning (such as saturated with smoke, vomit, food or the odors thereof, or with stains or marks); (iii) with missing parts; (iv) otherwise damaged or broken; (v) in condition in which it cannot be repaired; or (vi) if any rented equipment is not returned to Mountain Baby Outfitters LLC for any reason at all, we reserve the right to charge the Client additional costs and fees for repair and/or replacement of such damaged or unreturned rented equipment. Any additional fees shall be

charged to the Client's credit card used to secure the reservation or deducted from the Rental Deposit if it covers the cost incurred. The Client hereby agrees to the assessment of such additional fees, and agrees to pay same.

- Client will not be charged for ordinary wear and tear that occurs with the proper and normal use of the rented equipment. If the rented equipment becomes damaged during the rental period, it is the Client's responsibility to inform Mountain Baby Outfitters LLC immediately.

8. Assembly & Installation:

- Mountain Baby Outfitters LLC will assemble/install (exceptions noted below) the rented equipment at the agreed upon delivery location, subject to the following terms, conditions and exceptions:
- Cribs are not to be moved from the assembly location without the express written permission of Mountain Baby Outfitters LLC, as the crib may be damaged in said move.
- Safety gates are NOT to be used at the top of any staircase.
- Car Seats cannot and will not be installed by Mountain Baby Outfitters LLC. All car seats shall be installed by the Client only. If the Client requires assistance or instruction on the installation of the car seat, it is their responsibility to visit the local police or fire station.
- If rented equipment is to be left at a hotel lobby or other non-permanent location, it may not be possible for Mountain Baby Outfitters LLC to fully assemble the rented equipment at the time of delivery (not an option for full size cribs).

9. Inspection Upon Receipt:

- Client agrees to inspect the rented equipment upon receipt thereof, and agrees to notify Mountain Baby Outfitters LLC immediately if any of the rented equipment is not in good condition or is otherwise unacceptable.
- Client is responsible for notifying Mountain Baby Outfitters LLC of any issues or problems with the rented equipment during the rental period.
- If Client deems any of the rented equipment unsafe or unsatisfactory, they must notify Mountain Baby Outfitters LLC immediately and cease use of the rented equipment.

10. Use Of Rented Equipment:

- Mountain Baby Outfitters LLC will provide instruction manuals published by the manufacturers of the rented equipment to the Client at the time of delivery upon request. Client is responsible for using the rented equipment in accordance with the instruction manuals. Mountain Baby Outfitters LLC is not responsible for Client's failure to follow instructions and/or recommendations in the instruction manuals. The instruction manuals, which the Client agrees to keep in good condition, shall be returned with the equipment.
- Client hereby agrees to read the instruction manuals provided by Mountain Baby Outfitters LLC, in order to become familiar with the rented equipment, and Client hereby agrees to use the rented equipment in accordance therewith. The Client hereby takes full responsibility for any misuse of the rented equipment, and takes full responsibility for any accidents, injuries or damages resulting therefrom.

11. Hold Harmless:

To the full extent permitted by law, the Client shall indemnify and hold Mountain Baby Outfitters LLC and its agents and employees harmless, from and against all claims, damages, losses, personal injury, death and expenses, including but not limited to reasonable attorney's fees and costs, arising in any manner out of the rental or use of any rented equipment provided by Mountain Baby Outfitters LLC or the failure of the rented equipment to function as intended.

12. Applicable Laws:

This agreement shall be construed by the laws of the State of Montana, and all parties hereby agree that any case or claim brought shall be brought in the Courts of the State of Montana, Gallatin County.