

## **Rental Agreement**

In consideration of the services described or provided for herein of Jackson Hole Baby Gear, LLC., a Wyoming corporation, acting by and through its contract workers, shareholders, officers, directors, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "JHBG"), you (the renter), and JHBG hereby agree as follows:

**Payments:** Payments for rented item(s) are accepted via Visa, MasterCard, Discover, or American Express. If you submit an order via the JHBG website, we will call you to confirm. If your order is not available or your selection changes, we will send you an additional invoice via email for your confirmation of agreement. There is a three-day minimum charge for full-sized cribs. All other items can be rented on a per-day basis with a \$50 minimum order.

**Cancellation Policy:** We understand that travel plans can change. There are no charges on orders cancelled prior to 48 hours of the delivery date. Orders cancelled within 48 hours of the delivery date will be charged 100% of the original order plus the delivery charge.

**Delivery of Item(s):** JHBG will deliver the item(s) rented on the requested delivery date. A flat rate of \$40 will be charged for delivery to the Jackson Hole valley area with a \$50 minimum order charge. Delivery to locations outside of Jackson Hole valley (in Teton Valley, ID, Hoback, WY and south, or north of Moose, WY) are subject to an extra driving/service fee. The Service Fee includes set-up, take-down, and cleaning/sanitizing of your item(s). If delivery is not possible on JHBG's first attempted delivery or if any return trips are required which are not the fault of JHBG, additional trips will result in an additional Service Fee of \$20 per trip.

**Acceptance of Item(s):** You acknowledge that you submitted an order based on monetary charges listed on the JHBG website and the information and rental item(s) provided for therein. Upon delivery of the rental item(s), unless JHBG is otherwise notified in writing at the time of delivery, the rental item(s) were delivered in good condition and you agree to return the item(s) in as good a condition as when you received the item(s). You accept the rental item(s) "as is" upon delivery unless you notify JHBG in writing of any problem at the time of delivery. If you do notify JHBG of a problem, JHBG will note such problem (in the case of a purely cosmetic problem), remedy such problem or provide another piece of equipment of the same quality for the same purpose. Once remedied, you then agree that you accept the rental item(s) in good condition and "as is". You also agree that you will follow all use instructions provided by the manufacturer.

**Return of Item(s):** The exact length of time items are to be rented under this agreement will be submitted via the order form on the website. The length of the rental agreement may be changed only in writing or by a phone call and verbal permission prior to the original requested return date. It is your responsibility to contact JHBG for any changes. Linens do not need to be laundered prior to pick up. If you fail to make the rental item(s) available for pickup and return to JHBG at the agreed upon time, JHBG may otherwise repossess the items without notice to you, and you hereby release JHBG from any claims arising therefrom. If repossession is not deemed possible, or if multiple trips are required for JHBG to obtain your return of the rental item(s), JHBG reserves the right to charge your credit card recorded on the order form for additional trips, the accumulated rental fee, plus the then current retail value replacement cost of the rental item(s), plus a fifteen percent (15%) administrative fee of the total rental fee and replacement cost for handling your failure to return the rental item(s) when agreed. JHBG also reserves the right to use a professional collection agency to collect amounts owing hereunder, which shall be the suggested retail price plus collection fees, any and all expenses incurred by JHBG for any items not returned as required in the rental agreement, plus reasonable attorney's fees. Charges are determined by the length of time the items are in your possession whether being used or not. There will be no reimbursement for unused time on the rental agreement if the item(s) is not available for pick up.

**Damage, Destruction, Theft and/or Loss of Item(s):** There will be an additional charge for rental items returned with parts missing or in exceptionally dirty condition, to be determined by JHBG. If the item(s) are returned damaged, you will be obligated to pay the accumulated rental fee plus the cost of repair which will be charged to your credit card. If the item(s) are in irreparable condition, you shall be obligated to purchase the item(s) at the suggested retail price, which will be charged to your credit card. This does not apply to ordinary wear on the rented item(s). You are fully responsible for any loss, theft, damage or destruction of the item(s) from all causes whatsoever which occur during your possession. You agree to pay JHBG the replacement value of the item(s) in the event of any loss, theft, damage or destruction to the item(s) from any cause whatsoever, whether partial or complete. In the event of any loss, theft, damage or destruction of the item(s), you shall promptly notify JHBG in writing within 24 hours.

**Location of Item(s):** You agree that you will keep all of the rental item(s) in your possession and will not remove said item(s) from Teton County, Wyoming or the location where delivery took place, without the prior written consent of JHBG. If you remove any portion of the rental item(s) without securing the prior written consent from JHBG,

you shall be deemed to be in default hereof and this Rental Agreement shall be thereby breached. Upon such breach, JHBG shall have the right of immediate possession of the rented item(s) and you shall be liable for prosecution under Wyoming state law and JHBG retains the right to charge your credit card for full replacement value plus an administrative fee of fifteen percent (15%) for handling, in JHBG's discretion.

**RELEASE OF LIABILITY:** IN CONSIDERATION OF THE SERVICES OF JACKSON HOLE BABY GEAR, LLC., ACTING BY AND THROUGH ITS CONTRACT WORKERS, SHAREHOLDERS, DIRECTORS, OFFICERS, VOLUNTEERS, PARTICIPANTS, EMPLOYEES, AND ALL OTHER PERSONS OR ENTITIES ACTING IN ANY CAPACITY ON THEIR BEHALF (HEREINAFTER COLLECTIVELY REFERRED TO AS "JHBG"), YOU, AS RENTER, AND ON BEHALF OF YOUR SPOUSE, CHILDREN, PARENTS, HEIRS, ASSIGNS, PERSONAL REPRESENTATIVE AND ESTATE HEREBY AGREE TO RELEASE, INDEMNIFY, AND HOLD HARMLESS JHBG FOR ANY NEGLIGENCE IMPLIED OR OTHERWISE, PERSONAL INJURY, DEATH OR PROPERTY LOSS, CAUSED DIRECTLY OR INDIRECTLY IN THE USE OF THE RENTED ITEM(S). YOU CONFIRM THAT YOU HAVE READ THIS AGREEMENT AND VOLUNTARILY ASSUME ALL RISKS OF ANY DAMAGES OCCURRING IN CONNECTION WITH YOUR USE OF THE RENTAL ITEM(S). YOU HEREBY AGREE FOR YOURSELF AND YOUR HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, TO WAIVE RELEASE AND DISCHARGE JHBG 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 RENTAL ITEM(S). IT IS FURTHER UNDERSTOOD AND AGREED THAT THIS WAIVER, RELEASE AND ASSUMPTION OF RISK IS TO BE BINDING ON YOUR HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND ASSIGNS IN THE EVENT OF ANY DEATH OR INJURY.

**INDEMNIFICATION:** YOU HEREBY AGREE TO INDEMNIFY, DEFEND, AND HOLD JACKSON HOLE BABY GEAR, LLC., ACTING BY AND THROUGH ITS CONTRACT WORKERS, SHAREHOLDERS, DIRECTORS, OFFICERS, VOLUNTEERS, PARTICIPANTS, EMPLOYEES, AND ALL OTHER PERSONS OR ENTITIES ACTING IN ANY CAPACITY ON THEIR BEHALF (HEREINAFTER COLLECTIVELY REFERRED TO AS "JHBG") HARMLESS FROM ANY CLAIMS, LIABILITIES (INCLUDING NEGLIGENCE, TORT AND STRICT LIABILITIES), AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM OR RESULTING FROM THE MANUFACTURE, POSSESSION, CONDITION, USE, OPERATION, HANDLING, TRANSPORTATION OR RETURN OF THE RENTAL ITEM(S).

**DISCLAIMER OF WARRANTIES:** YOU FURTHER ACKNOWLEDGE AND AGREE THAT: (1) EACH RENTAL ITEM IS OF A TYPE, DESIGN, QUALITY AND MANUFACTURE SELECTED BY YOU, ACCEPTABLE TO YOU AND SUITABLE FOR YOUR PURPOSES; (2) JHBG IS NOT THE MANUFACTURER OR SUPPLIER OF THE RENTAL ITEM(S); (3) JHBG IS NOT REQUIRED TO ENFORCE ANY MANUFACTURER'S WARRANTIES ON BEHALF OF ITSELF OR YOU; (4) ALL RENTAL ITEM(S) ARE RENTED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND JHBG EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

You understand that this Rental Agreement covers each and every item which you have agreed to rent hereunder. You further agree that this Rental Agreement shall be governed by the laws of the State of Wyoming and venue for any dispute hereunder shall be in Teton County, Wyoming. YOU HEREBY WAIVE THE RIGHT TO ANY TRIAL BY JURY FOR ANY CLAIMS YOU MAY MAKE HEREUNDER. By acknowledging your agreement to the terms hereof, You also acknowledge that you have read and understand the terms of this Rental Agreement and the RELEASE OF LIABILITY and INDEMNIFICATION provisions contained herein. You fully understand that you have given up substantial rights by entering into this Rental Agreement, and you sign it freely and voluntarily without inducement by JHBG.

You further understand and agree that this contract is legally binding upon your acceptance to the check box on the Rental Gear page of the JHBG website that you agree with the terms herein.