

Equipment Rental Agreement and Release of Liability
SUNSHINE BABY RENTALS, LLC

RENTAL TERMS AND CONDITIONS

1. Definitions

(a) The “Rented Equipment” includes any and all equipment, products, and other property rented to Client by SUNSHINE BABY RENTALS, LLC.

(b) The “Client” includes any person or persons who agrees to rent or who reserves for rental the Rented Equipment.

(c) The “Company” is SUNSHINE BABY RENTALS, LLC, a limited liability company organized under the laws of the State of Delaware, with a principal place of business in Georgetown, Delaware.

(d) The “Rental Period” is the time period for which the Client has rented the Rented Equipment, and any additional time after the Rental Period during which Client either retains or fails to return the Rented Equipment.

2. Rented Equipment and Rental Period

(a) Rented Equipment. Client agrees to rent from the Company, and the Company agrees to rent to Client, the Rented Equipment that Client designated in Client’s reservation.

(b) Client understands and agrees that a delivery charge of \$15 will be charged for delivery of the Rented Equipment to Client’s designated destination. Company will deliver the Rented Equipment to the destination at or before the beginning of the Rental Period. It remains the Client’s responsibility to ensure the equipment is set up properly and safe for use.

(c) The Rental Period and Client’s payment obligation will be extended to the date when the Rented Equipment is returned if it is not returned on the scheduled date and time. The Company will make no cost reduction for unused time or for unused Rented Equipment.

(d) Client agrees to notify the Company in advance if Client seeks an extension of the Rental Period. An extension of the Rental Period may be granted or refused by the Company at the Company’s sole discretion. Client agrees to pay the same rate for the extension period and agrees that the Company shall add that extension charge to any credit card that Client has authorized for the rental payment.

(e) Client agrees that Client’s failure to return the Rented Equipment on or before the scheduled return time shall extend the Rental Period up to the date the Rented Equipment is

returned, and that Client will pay the additional charge for that extended period at the rate for the original Rental Period.

(f) At least 36 hours prior to delivery, Client will notify company of: (a) the location and date and time when Client wants the rented Equipment delivered; and (b) the name of the person who is authorized to accept delivery. Client is responsible for making any and all arrangements for that agent or delegate to accept the Rented Equipment.

3. Fees and Reservations.

(a) All fees are due at the time a reservation is made. Fees will vary depending upon the length of rental and the types and amounts of the Rented Equipment. Client understands and agrees that Client's credit card will be charged for the full rental amount of the Rented Equipment and delivery charge at the time of reservation.

(b) Reservations can be made online or by phone and must be secured with a valid credit card. A contact telephone number must be provided at the time that any reservation is made. All online reservations will be confirmed by the Company through email or telephone within forty-eight (48) hours of the reservation.

4. Damaged or Lost Equipment

(a) Client agrees to pay for the replacement cost of any equipment that is not returned, is lost, or is damaged or soiled to the point that Company in its sole discretion believes that Company should not rent the equipment to other customers.

(b) Client authorizes the Company to charge Client's credit card for any unpaid rental fees and/or replacement fees. The replacement fees for lost or damaged Rented Equipment will be the MSRP found on the Manufacturer's Website.

(c) Client will not be liable for ordinary wear and tear that occurs with the proper and normal use of the Rented Equipment.

(d) Client agrees to inspect the Rented Equipment upon receipt, and Client hereby agrees to notify the Company immediately in the event that any of the Rented Equipment is unfit for use or of unsatisfactory condition. Client agrees that failure to notify the Company of any purported unfitness for use or unsatisfactory condition shall be deemed a waiver of any and all claims related thereto.

(e) Client assumes all responsibility for the use of the Rented Equipment in accordance with those instruction manuals published by the manufacturers of the Rented Equipment, as provided to the Client by the Company. The Company is not responsible for

Client's misuse of the Rented Equipment or the Client's failure to follow instructions and/or recommendations in instruction manuals.

5. Indemnification and Release of Liability

(a) Client agrees to indemnify and hold the Company and its agents harmless from all claims, damages, losses, liabilities, judgments, and expenses (including attorneys' fees and costs), arising out of: (a) the use of the Rented Equipment (b) any act or omission of Client, or (c) the misuse or improper or negligent use of any Rented Equipment by Client or any third party. Client assumes any and all risks, both known and unknown, related to use of the Rented Equipment, and assumes full responsibility for any such risk.

(b) Client understand there are risks associated with use of the Rented Equipment and agrees to use the Rented Equipment solely for its intended purpose consistent with the manufacturer's specifications.

(c) Client agrees on his/her behalf and on behalf of Client's heirs, personal representatives and next of kin, to release Company and agrees not to sue the Company or Company's officers, agents and employees, with respect to any and all bodily injury, disability, death, loss or damage whether caused by negligence of Company or otherwise.

6. Cancellations

Cancellations made at least four (4) days prior to the start of the Rental Period will receive a refund of all amounts charged. Cancellations made less than four (4) days but more than forty-eight (48) hours prior to the start of the Rental Period will receive a fifty percent (50%) refund of all amounts charged. There will be no refund for cancellations made less than forty-eight (48) hours prior to the start of the Rental Period.

7. Miscellaneous

(a) The validity, interpretation and enforceability of this Agreement shall be governed by the laws of the State of Delaware. Any action brought to enforce this Agreement shall be brought exclusively in the Sussex County, Delaware, the Delaware District Court or if applicable the United States District Court with jurisdiction over Sussex County, Delaware.

(b) If any portion or portions of this Agreement are found to be void or unenforceable by any Court, the remaining terms of this Agreement shall remain in effect and enforceable.

8. Attestation

I have read this Agreement and Release in its entirety and I voluntarily agree to and accept these terms. I intend that my electronic/digital acceptance of this Agreement and Release shall have the same legal effect as my pen/ink signature on paper.

Signature