

# JUST ARRIVED BABY RENTALS, L.L.C.

4221 N. Yates Avenue  
Prescott Valley, AZ 86314  
**Phone:** 928-308-5425  
**Fax:** 888-292-5898

## RENTAL AGREEMENT

Acceptance of this rental agreement constitutes an agreement between the Just Arrived Baby Rentals L.L.C. and Renter in accordance with the following terms and conditions

**Renter's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

Home Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_

**Delivery Address:** \_\_\_\_\_

Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

Delivery Date/Time: \_\_\_\_\_

Return Date/Time: \_\_\_\_\_

**Rental Items/Rental Fees:** (A minimum order of \$50.00 is required for rentals outside of the Prescott-Tri-City area plus delivery charges.)

**Item**

**Rental Fee**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Total Fees**

\_\_\_\_\_

All of the above listed rental items will remain the property of Just Arrived Baby Rentals, LLC at all times.

### **Credit Card Information**

**We will take your credit card information over the phone when we call to confirm your order/reservation.** All reservations and rental fees must be secured with a valid card credit card unless prior arrangements have been made for a cash payment upon receipt of the rented items. Checks will only be accepted from local residents. The credit card will not be debited until 48 hours prior to the delivery date and will only be held for security if you choose to pay cash. (We accept Visa/Master Cards or debit cards with the Visa/Master Card logo). We will accept American Express Cards, however, an additional processing fee may be charged. .

## **Payment of Rental**

Rental fees will be based on the length of time the items are in the possession of the Renter during the rental dates listed above. Any change or extension of the rental period will be by verbal or written agreement with Just Arrived Baby Rentals, LLC. Only. Renter agrees that the return of the rented items after the contract rental dates will result in an additional service charge of \$30.00 and all additional fees due for each day of the extended period past the original return date and time. Just Arrived Baby Rentals, L.L.C. reserves the right to charge these fees to the Renter's credit card on file with us. If Renter fails to return the rented items on the agreed contract return/pick-up date and time Just Arrived Baby Rentals, LLC reserves the right to charge the renter's credit card on file with us for full retail value of the rental items in addition to charges incurred for the rental period.

## **Delivery Fees**

Delivery fees will not be charged for deliveries within the Prescott-Tri-City area. Deliveries outside of Just Arrived Baby Rentals, L.L.C.'s local delivery in the Prescott-Tri-City area require a \$50.00 minimum rental order (not including taxes and delivery charges) and a separate delivery charge. Delivery charges will be charged for deliveries into extended areas such as Sedona, Flagstaff, etc. (see equipment list on website for delivery fees). A 10% discount on the rental fee is offered if the renter picks up the equipment at the retail location.

## **Damage to or Loss of Rental Items**

Renter has examined the rental items and found them to be in good condition and is renting the items in an as is condition. Renter will return the items in the same condition as they were received. If items are returned damaged or in disrepair, including missing parts, Renter is obligated to pay the cost of repair in addition to rental charges incurred for the rental period. If the item is irreparable, Renter is obligated to pay the full retail value of irreparable items in addition to rental charges incurred for the rental period.

Renter shall be liable for any loss, theft, damages, permanent staining or destruction of the rented equipment. If the item is lost, stolen or not returned for any other reason, renter is obligated to pay the full retail value of the item(s) in addition to rental charges incurred for the rental period. This charge will be debited to the credit card of the renter on file with us. There will be an additional \$25.00 charge for any item that is returned in exceptionally dirty (i.e. vomit, urine stains, non-removable marks such paint, crayons, etc.) condition.

## **Installation of Rental Items**

**Just Arrived Baby Rentals, L.L.C. will not install car seats.** Car seats are to be installed by the Renter only. Just Arrived Baby Rentals, L.L.C. will provide a copy of the manufactures installation instructions for each rented car seat for the Renter's use in installation.

Just Arrived Baby Rentals, L.L.C. will assemble all cribs on site. Full sized cribs assembled on site are not to be disassembled or moved to another room without the permission of Just Arrived Baby Rentals, L.L.C.

## **Indemnity Agreement**

Renter, in the event of an accident (including death) or Renter's misuse of the equipment, releases Just Arrived Baby Rentals, LLC from any and all claims arising there from. Renter further agrees to indemnify and hold harmless Just Arrived Baby Rentals L.L.C. from and against any and all claims, liabilities (including negligence and tort), demands, actions, suits and proceedings, losses, costs, penalties, damages and attorney's fees and cost, for any damages or injury (including death) arising from the Renter's use of

the rented equipment or the failure of the equipment to function as intended by the manufacturer or Just Arrived Baby Rentals L.L.C.

**Waiver**

Renter (and each of its successors, assigns, agents, officers, directors, shareholders, partners, servants and employees, collectively referred to as "Renter") acknowledges and agrees that: (a) Each item of rented property is of a type, design, quality, and manufacture selected by Renter and suitable for Renter's purposes: (b) Renter is not the manufacturer or supplier of the equipment or the representative of either: (c) Renter rents the equipments to Renter **AS IS** without warranty or representation either express or implied, and the Renter expressly disclaims any warranty, expressed or implied, as to (i) condition, fitness for use for a particular purpose, design, compliance with specifications, operation, or merchantability thereof, (ii) the absence of latent or other defects, whether or not discernable, or (iii) any other matter whatsoever, it being agreed that all such risks, as between the Renter and Renter, are to be borne by the Renter.

**Arbitration**

For the purpose of resolving disputes: The Renter and Renter agree to arbitrate the disputed matter. Each party waives the right to a jury trial or court trial, the sole and exclusive method to resolve any claims is arbitration. The parties each waive their rights to commence an action in any court to resolve a claim. Except for an action for injunctive relief pending resolution of a claim pursuant to this dispute resolution procedure, neither party shall initiate or prosecute any lawsuit in any way related to the claim. This agreement shall be interpreted and governed in accordance to the laws of the State of Arizona. The Renter agrees the venue will be Yavapai, County, Arizona or Maricopa County, Arizona.

**Note:** For the purposes of this rental agreement:

- (1) The word "Renter" shall collectively mean: the person signing this agreement and his/her successors, assigns, agents, officers, directors, shareholders, partners, servants, employees and relatives.
- (2) The word "Renter" shall collectively mean: Just Arrived Baby Rentals, L.L.C. and its successors, assigns, partners, shareholders, officers, directors, managing partner, servants, agents and employees.

**The undersigned renter has read and agrees to all terms and conditions above, and the action of accepting the rented item(s) constitutes a binding agreement of the above contract.**

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_