



TERMS AND CONDITIONS/WAIVER OF LIABILITY

RESERVATION POLICIES :

1) **METHOD OF RESERVATION:** Reservations can be made via electronic form, phone or e-mail. Please do not mail reservation requests. All requests will receive a response from a representative in 24 hours. Reservations will not be guaranteed until you have received an email confirmation for your order processed from Tots On the Go Rentals.

2) **RESERVATION HOLDS VIA CREDIT CARD:** We require that all reservations be held with a valid Visa, MasterCard or American Express credit card number. We will call you within 24 hours or before of your reservation request to obtain your credit card number. Please do not email us the credit card information. All credit card information is kept in a secure and confidential location. Your order is complete once we receive the item(s) and have assessed their condition.

3) **DEPOSITS:** We may require some reservations, including (but not limited to) large and long-term orders, be held by a 20% deposit. This deposit must be paid before the reservation is considered confirmed. Deposits may be paid via credit card.

CANCELLATION POLICIES:

1) **FULL CANCELLATION:** Full cancellations MUST be made prior to 48 hours of delivery date agreed upon in signed agreement. Orders cancelled inside of 48 hours will incur a charge equal to \$40 OR 50% of your order, whichever is greater. If you have already paid for your order, we will issue you a refund. If you have not paid for your order at the time of your late cancellation, we reserve the right to charge the applicable fee to the credit card used to hold your reservation.

2) **PARTIAL CANCELLATION:** Partial cancellations are subject to the same terms as full cancellations. We must receive notice that you wish to remove items from your order prior to 48 hours of delivery date agreed upon in signed agreement or else a late cancellation fee equal to \$25 OR 50% of the cost of the original rental fees for each cancelled item, whichever is greater. Packaged deals are not eligible for a partial cancellation, so you will be held responsible for all rental fees for any item included in the package that you do not wish to rent.

3) **METHOD OF CANCELLATION:** ALL cancellations must be received via phone or e-mail. We do NOT acknowledge cancellations sent via fax or postal mail. Our phone's voicemail and our e-mail both have accurate timestamps, and in the event that you leave a message detailing your cancellation we will determine whether it was before or after your deadline based on the timestamp. Please be sure to include your name, customer number, order number and delivery date in your cancellation request.

4) **EXTENSIONS:** You must notify us of your desire to extend your rental period by the date specified in your rental agreement. All extensions are granted only if the reserved equipment is available for the desired amount of time. You are required to still surrender your equipment by the original pick-up date in the event that we are unable to extend your rental period.

5) **EARLY TERMINATION:** With the exception of holidays and in season months any order with an early termination date will receive a 50% refund on the remaining days. No refunds will be given on early returns during summer and holiday months.

DELIVERY & PICK-UP POLICIES:

1) **LOCAL DELIVERY & PICK-UP TIMES:** Delivery charges will vary depending on distance from our locations. Some delivery charges may be waived depending on the amount of the total order. For pick-up we typically schedule all delivery and pick-up appointments in either one or two-hour windows depending on your location. We usually schedule all appointments sometime between 10 a.m. and 6 p.m., although available appointment times may vary depending on your location. During our peak seasons, pick-ups scheduled after 3 p.m. will result in an extra night of

rent being charged for each item in your order. If Tots On the Go arrives for pick up within confirmed time frame and order is not ready for pick up, there will be a charge of \$25 for each 30 minutes Representative has to wait for the equipment.

2) AIRPORT DELIVERIES: We service several airports within our delivery areas, but will depend on time of year and availability. Delivery charges may apply. Please note that we cannot deliver items that require assembly to airports.

3) FAILURE TO DELIVER: In the event that you are not available to receive your items during your scheduled delivery time, we will charge you a fee equal to \$25 for every 30 minutes a representative has to wait until item can be delivered. Depending on other scheduled deliveries, representative may not be able to wait as they work on a very tight schedule.

4.) Delivery may be delayed if for any reason that Tots on the Go feels delivery is unsafe due to weather conditions, such as snow, ice, hurricane, etc. Once conditions are safe, we will re-schedule delivery.

Damage, Destroyed or Missing Equipment:

1) If you return any piece of equipment in a fully or partially destroyed state (that includes missing pieces), or fail to return any piece of rented equipment in its entirety, we reserve the right to charge the fair market value of each effected item to your credit card. If any returned equipment is partially damaged yet repairable, we reserve the right to charge the cost of repair to your credit card. Missing, destroyed, and incomplete instruction manuals will result in a \$15.00 replacement fee per manual being charged to your credit card. Please see our rental agreement for further details.

2) CLEANING FEE: Tots on-the-Go Rentals takes special care to clean and maintain every piece of equipment each time it has been rented and we expect the same level of care from our customers. Gear that is returned with excessive dirt, food, pet hair, and/or other debris on it will result in you being charged an \$8.00 fee per effected item in order to cover the cost of deep and/or professional cleaning. All cleaning fees are nonrefundable, assessed at our discretion, and will be charged to your credit card within 48 hours of your equipment being returned to us.

CAR SEAT RENTALS

We provide car seats for rent and will rent the car seat appropriate for your child's height and weight. At this time we are not certified to install car seats, however we will provide the manufacturers instructions (some will be sent via email) with each car seat and we recommend you follow the instructions for the age appropriate for your child. You can visit the local fire stations/police station to help with installation if needed. By Renting a car seat that we will not be installing, you acknowledge that Tots on-the-Go, LLC* is not responsible for your failure to abide by recommendations or instructions in said manuals.

MISCELLANEOUS & WEB POLICIES:

- 1) GUARANTEE OF SATISFACTION: We are confident that you will be completely satisfied with your rental equipment. However, we do require that you notify us within 2 hours of delivery if any of your equipment is damaged, defective, faulty, or in otherwise unsatisfactory condition so that we can replace it immediately, if we have available inventory to match your needs. We will not offer replacements, refunds, or other compensation for any part of your order once the two-hour window has passed.
- 2) REFUNDS: In the highly unlikely event that you are issued a refund, we will do so in the form of credit to the card that was charged. All refunds will be issued within fourteen days of approved refund request.
- 3) PRIVACY POLICY: We promise to always guard and respect your privacy. Therefore, we never sell, trade, exchange, or otherwise offer your personal contact information (including e-mail address) to any outside party (except where required by law), nor do we use your information for any marketing or advertising purposes. All submitted contact, personal, and financial data is kept completely confidential and secure at all times.
- 4) COPYRIGHT NOTICE: All materials, both print and web-based, are copyrighted by Tots Travl Rentals and cannot be used, copied, published, displayed, altered, borrowed, or otherwise used without our written permission.

WAIVER OF LIABILITY AND INDEMNITY

- *Waiver of liability:* By accepting and using the equipment on behalf of yourself and all others that may use the equipment, you acknowledge that each item rented is being used at your own risk. You agree to relieve Tots on-the-Go Rentals, LLC* of all liability for loss, damage or injury associated with the use of the rental equipment, from any cause whatsoever, including negligence.
- Tots on-the-Go Rentals will not be responsible for accidents or injuries caused directly or indirectly by the use or misuse of any of our rental equipment. By signing or accepting this agreement, you agree to accept full responsibility for using the rental agreement.
- *Indemnity:* You agree to defend fully indemnify and hold harmless Tots on-the-Go Rentals, LLC* from and against any and all claims, demands, suits, actions, causes of action and/or liability, of any kind whatsoever, for damages, losses, costs and/or expenses (including legal fees and disbursements) arising in connection with this Agreement, including without limitation: (i) any and all breaches by you or any terms or conditions of this Agreement; (ii) damages to persons or property, personal injury or death caused by your negligent or willful acts or omissions arising in connection with this Agreement; and (iii) any claim by a third party against Tots on-the-Go, LLC*.

I HAVE READ THE TERMS & CONDITIONS AND FULLY UNDERSTAND IT'S TERMS AND I FULLY AGREE TO BE LEGALLY BOUND BY THEM AND I SIGN IT FREELY AND VOLUNTARIY WITHOUT INDUCEMENT.

SIGNED _____ PRINT NAME _____ DATE _____

* "Tots on-the-Go, LLC" includes Tots on-the-Go, Tots on-the-Go Rentals it's affiliates, agents, suppliers, subcontractors, customers and each of the successors and assigns.