



Rental Agreement

This agreement is made between _____ (hereinafter "Client") and Big Sky Baby Gear, a Montana Limited Liability Company.

Big Sky Baby Gear will deliver the rental equipment on _____ between 9:00 am and 4:00 pm and will pick up the equipment on or after 10:00 am on _____.

Delivery will be made to and pick-up will be made from the location listed in the rental confirmation email.

Additional trips that are not the fault of Big Sky Baby Gear, such as failed delivery attempts, will incur an additional charge equal to the delivery fee stated in the rental confirmation email.

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

Assumption of Risk

- Client acknowledges that there is inherent risk – including the risk of serious injury, disability, or death – associated with the use or misuse of each piece of rental equipment.
- Client either (a) understands the risks associated with the equipment or (b) has asked Big Sky Baby Gear about the risks and has obtained information that is satisfactory to Client.
- Client is familiar with and knows how to operate the equipment and is taking full responsibility for assembling and using the equipment.
- Client is renting the equipment at Client's own risk and agrees that Big Sky Baby Gear is not responsible for accidents or injuries caused directly or indirectly by the use of the rented item.
- To the greatest extent allowed by Montana law, Client is knowingly and freely assuming these risks on Client's behalf and on behalf of any and all users of the equipment, including Client's minor children.

To the greatest extent allowed by Montana law, Client hereby agrees, now and forever, to hold Big Sky Baby Gear harmless from any such claims made by _____
Client's Signature

This Agreement shall be governed and constructed in all respects, including validity, interpretation and effect, by the laws of the State of Montana. Client 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 Hold Harmless provision. I understand that I have given up substantial rights by signing it and I sign freely and voluntarily on the date aforementioned:

Client's Signature: _____ Date : _____

Client's Printed Name: _____

Terms and Conditions

BIG SKY BABY GEAR LLC HEREBY LEASES TO CLIENT THE RENTED EQUIPMENT SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW:

- **Definitions:**

- **RENTED EQUIPMENT.** The “Rented Equipment” is the specific piece(s) of equipment owned by Big Sky Baby Gear LLC, which Client has in their possession during a portion or all of the Rental Period.

- **CLIENT.** The “Client” is the person who reserves the Rented Equipment from Big Sky Baby Gear LLC.

- **COMPANY.** The “Company” is Big Sky Baby Gear, LLC, a Montana Limited Liability Company.

- **Delivery:**

Prior to delivery, all of our equipment is sanitized. Your equipment can be delivered to hotels, resorts, rental homes and non-rental private residences in the Big Sky, MT area.

All Deliveries are made between 9:00am and 4:00pm MST unless otherwise specified. We can accommodate special delivery requests on a case-by-case basis, based upon our schedule.

A \$50.00 minimum order is required. Delivery fee is \$40.00. An additional \$15 fee will apply for same day service.

- **Delivery Location Procedures:**

Hotels and Resorts:

Please notify the hotel in advance, including the concierge, that we will be making a delivery on your arrival date. 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.

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.

- **Rental Returns:**

All pick-ups should be ready by 10:00am on day of departure unless prior arrangements have been made. Late returns will be charged on a daily basis. If you decide to extend your rental, you must notify Big Sky Baby Gear 48 hours 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 and a return trip fee of \$30.00.

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, destruction or otherwise will result in the Client being charged the full cost to replace the item. Equipment returned but damaged will be repaired if possible or replaced, costs to be charged to the Client.

- **Cancellation & Refund Policy:**

Orders cancelled 5 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 5 days from the scheduled delivery. Big Sky Baby Gear will make no reimbursement for unused time or for unused equipment.

- **Fees & Payments:**

A \$50.00 minimum order is required. All fees are due at the time a reservation is made. 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 after your travel plans are confirmed.

- **Reservations:**

Reservations can be made via emailing the order to bigskybabygear@yahoo.com or by phone at: (406) 995-2994, and must be secured with a credit card number. All reservations made within 48 hours 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 Big Sky Baby Gear via email or telephone within 48 hours of reservation.

- **Damaged Equipment:**

If any Rented Equipment is not returned to Big Sky Baby Gear for any reason at all, or if any Rented Equipment is returned to Big Sky Baby Gear:

- in an exceptionally dirty condition;
- in a condition that requires professional cleaning (such as saturated with smoke, vomit, food or the odors thereof, or with stains or marks);
- with missing parts;
- otherwise damaged or broken; or
- in a condition in which it cannot be repaired,

we reserve the right to charge the Client additional costs and fees for repair and/or replacement of such unreturned or damaged Rented Equipment. Any additional fees shall be charged to the Client's credit card used to secure the reservation. 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 Big Sky Baby Gear immediately, so that the problem can be assessed and remedied.

- **Inspection Upon Receipt:**

Client agrees to inspect the Rented Equipment upon receipt thereof, and agrees to notify Big Sky Baby Gear immediately if any of the Rented Equipment is not in good condition or is otherwise unacceptable.

Client is responsible for notifying Big Sky Baby Gear of any issues or problems with the Rented Equipment during the rental period.

If Client deems any of the Rented Equipment unsafe or unsatisfactory, please notify Big Sky Baby Gear immediately and cease use of the Rented Equipment.

- **Assembly:**

Big Sky Baby Gear will provide manufacturer's instructions for the assembly of each piece of Rented Equipment that needs to be assembled. It is the Client's responsibility to assemble and disassemble the Rented Equipment according to the manufacturer's instructions.

- **Use Of Rented Equipment:**

Big Sky Baby Gear will provide manufacturer's instruction manuals for each piece of Rented Equipment. Client is responsible for using the Rented Equipment in accordance with the instruction manuals. Big Sky Baby Gear 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 Big Sky Baby Gear, 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.

- **Hold Harmless:**

To the full extent permitted by law, the Client shall indemnify and hold Big Sky Baby Gear 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 Big Sky Baby Gear or the failure of the Rented Equipment to function as intended.

Client's Signature

- **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.