

GKS Rental, LLC doing business as
Baby Travel Made Easy
www.babytravelmadeeasy.com
Cell: 808-371-1533, Fax: 619-793-5508

RENTAL AGREEMENT

This rental agreement (“Agreement”) is made between GKS Rental, LLC (Baby Travel Made Easy)(“Company”) and _____ (“Renter”) and concerns the rental of certain Equipment (“Equipment”). In addition to the rental fees agreed to be paid by Renter for the rental of the Equipment (“Rental Fees” and as defined in Section 12) and in exchange for the consideration by Company to rent the Equipment to Renter, Renter agrees that:

1. Renter will place, make and pay a minimum order of \$60.00.
2. At the time of booking/scheduling the rental of the Equipment, Renter shall make full payment of the Rental Fees (as defined in section 12 below) to the Company. *However*, if Renter cancels the booked/scheduled rental of the Equipment within seven (7) days of Renter’s booked/scheduled date (“Cancellation”), Renter shall be entitled to receive a maximum of twenty percent (20%) of the payment made by Renter to the Company (“Refundable Amount”). Company, as such, has the right to retain a maximum of eighty percent (80%) of the payment made by Renter to the Company.
3. If delivery of the Equipment (“Delivery”) to the Renter is to be made in Kailua, Hawaii 96734, Renter will not incur any Delivery fee/charge.
4. If Delivery to the Renter is to be made to Kaneohe, Waimanalo, Hawaii Kai, or Honolulu, Renter shall incur and be charged a Delivery fee/charge of \$15.00.
5. If Delivery of the Equipment to the Renter is to be made to the North Shore, Ewa Beach or Kapolei, Renter shall incur and be charged a Delivery fee/charge of \$25.00
6. Renter shall pay the Delivery fee/charge to the Company at the time of booking/scheduling, including Rental Fees (section 2), and a 4.5% Tax.
7. *All Equipment is used at Renter’s own risk. Renter assumes, any and all, responsibility for the Equipment while in Renter’s possession, whether or not used for the benefit of Renter and those in his/her custody and control. Renter agrees to indemnify and hold harmless Company, and its member, officers, shareholders, owners, operators, agents, and employees from any, and all, claims arising from Renter’s use, operation or possession of the Equipment, and whether or not such use, operation or possession of the Equipment was for the benefit of Renter and those in his/her custody and control. Renter agrees that the Company will not be held responsible for any damage, injury or loss, including death, arising from the use of any Equipment or the failure of the Equipment to function as intended by the manufacturer. Renter is responsible for reading the instruction manual and the quick reference guide to ensure proper use of the Equipment. Please initial _____*
8. Renter shall be liable for any and all loss, theft, damage, permanent staining or destruction of Equipment. In the event the Equipment shall be lost or damaged while in possession of Renter, Company will invoice Renter the cost of replacing or repairing the Equipment, in addition to any charges incurred for the rental of the

Equipment, if not fully paid at the time of booking/scheduling. Renter agrees to return all Equipment to Company in the same condition Renter received it (except linens). Failure to do so will result in a \$25.00 fee for cleaning.

9. Renter acknowledges the size, design, capacity, and manufacturer of the Equipment and such size, design, capacity and manufacturer is satisfactory to the Renter. If Renter is dissatisfied with the design, capacity or manufacturer of the Equipment, Renter shall notify Company immediately at the time of Delivery. If Renter refuses to accept delivery, then the terms under section 2, Cancellation, shall apply.
10. Renter acknowledges that the Company is not the manufacturer or dealer of the Equipment.
11. *Company does not make any representation, warranty, or covenant, express or implied, with respect to the condition, quality, durability, or suitability of the Equipment.*
12. Renter shall pay to Company the following Rental Fees and other charges for use of Equipment during the following rental period:

Rental Period _____

Rental Fees _____

Delivery Fee/Charge _____

4.5 % Tax _____

Total Charges _____

Amount Due _____

13. Renter agrees to observe all safety precautions on use of the items rented.
14. Renter 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(s) and a return trip fee.
15. Unless a prior pre-approved agreement is made between Renter and Company, *all* Deliveries of the Equipment will be made between 8am and 8pm Hawaiian Time. Renter shall request the location and time of the Delivery at the time of booking/scheduling (“Location and Time”). In the instance that Renter or Renter’s agent is made unavailable to receive the Delivery at Location and Time, whether or not foreseeable, e.g., meetings, traffic, Renter shall designate an alternative safe location to effectuate the Delivery (“Alternative Location”), e.g., Delivery to a hotel reception. Renter shall request the Alternative Location at the time of booking/scheduling. The Company will phone Renter at Renter’s designated phone number, so that the Delivery can be completed at the Location and Time. If delivery is not completed within thirty (30) minutes of the Location and Time, Renter may incur an additional delivery fee not to exceed fifty dollars (\$50.00), especially in the event that Company makes a second trip to complete the Delivery and that Renter has no agreed Alternative Location.

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Location and Time

Alternative Location

Phone Number

Dated: _____

(Sign)

As President of GKS Rental LLC
(Baby Travel Made Easy)

Renter - (Print Name)

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