



**RENTAL AGREEMENT, RELEASE OF LIABILITY, INDEMNIFICATION
AGREEMENT, AND COVENANT NOT TO SUE**

This agreement is made between _____ (hereinafter
“Renter(s)”) and Tiny Toes Travel, a division of ELLWINS Enterprises, LLC, a Michigan Limited
Liability Company (hereinafter “Company”).

Company will deliver the rental equipment on _____ between 8:00am
and 8:00pm and will pick up the equipment on or after 8:00 am on
_____ .

Delivery will be made to and pick-up will be made from the location listed on the rental
confirmation email. The rental confirmation email, and rental terms contained therein, are
hereby incorporated into this Rental Agreement, Release of Liability, Indemnification Agreement,
and Covenant Not to Sue.

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

Renter(s) agrees to contact Company via phone at 231-384-5852 at least two days prior to the
rental period end date to request any rental period extensions. Extensions will be granted based
on equipment availability and will be charged at the daily rental rate listed on Company’s website.
Extensions that have not been pre-arranged will incur an additional \$25 charge plus the daily
rental rate posted on the website for each day of the extension.

Orders cancelled 72 hours or more prior to the start of the rental period will incur a \$15
processing fee. Orders cancelled within 72 hours of the start of the rental period incur a fee equal
to 50% of the original order (excluding delivery fees).

Renter(s) agrees to examine the rental equipment at the time of delivery, verify that the
equipment is in good working order, and agrees to return the equipment in the same clean
condition in which it was delivered. Full-sized cribs must not be disassembled or moved to
another location except by Tiny Toes Travel members.

Renter(s) agrees that all rental equipment will remain the property of Tiny Toes Travel. Renter(s)
is responsible for any loss, theft, damage, permanent staining or destruction of the rented
equipment and agrees to pay the full replacement cost of the equipment at current market prices
if the equipment is lost, stolen, or damaged. All accessories and manuals that were delivered to
the Renter(s) must be returned to Company at the time of pick-up.

Renter(s) is responsible for the correct use of all rental equipment according to manufacturers’
instructions. Renter(s) agrees to request and read the equipment manuals if Renter(s) does not
know how to operate the equipment, in order to avoid injury to a person or damage to the
equipment.

Renter(s) recognizes that Company does not install car seats under any circumstances. Renter(s)
is fully responsible for the proper installation and proper use of car seat(s) rented from Company.
Renter(s) is also responsible for reading and understanding Michigan’s Child Restraint Laws.

Renter(s) agrees to notify Company immediately if the vehicle in which one of Company's car seats is installed is involved in an accident, as the car seat will no longer be safe to use and will need to be removed from Company's inventory.

Company's privacy policy can be viewed at <http://tinytoesttravel.com/privacy/>. By signing this agreement Renter(s) acknowledge that he/she has read the privacy policy.

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.

Renter(s) acknowledges and agrees that:

1. The risk of injury exists from the use or misuse of each piece of rental equipment, including the potential risk of serious injury, disability, or death.
2. Renter(s) either a) understands the risks associated with the rental equipment or b) has asked Company about the risks and has obtained information that is satisfactory to Renter(s).
3. Renter(s) is familiar with, and knows how to operate, the rental equipment and is taking full responsibility for using the equipment.
4. Renter(s) is renting the equipment at Renter(s)'s own risk and agrees that Company is not responsible for accidents or injuries caused directly or indirectly in the use of the rented item(s).
5. Renter(s) is knowingly and freely assuming these risks on Renter(s)'s behalf and on behalf of any and all users of the rental equipment, including Renter(s)'s minor children, or any other adults or children.
6. Renter(s), whether jointly or severally, hereby releases, now and forever, Company from any and all claims, causes of action, or liability arising from this agreement. This is intended to be both a Release and a Covenant Not to Sue.
7. Renter(s), whether jointly or severally, hereby agree, now and forever, to hold Company harmless and indemnify the company from any such claims made by any user of the rental equipment, including minor children.
8. This Agreement shall be governed and construed in all respects, including validity, interpretation and effect, by the laws of the State of Michigan. Renter(s) agrees that the venue (i.e., location) for any legal action shall be located within Traverse City, Michigan.

I have read and do understand this agreement, including its Release, Covenant Not to Sue, and Hold Harmless and Indemnity provisions, and that I have given up substantial rights by signing it and I sign knowingly, freely, and voluntarily on the date aforementioned:

Renter(s) Signature

Date

Renter(s) Printed Name