

SPECIAL TERMS AND CONDITIONS

THE UNDERSIGNED, HEREIN CALLED “RENTER”, WHETHER ONE OR MORE, DOES JOINTLY AND SEVERALLY HEREBY RENT FROM THE RENTAL COMPANY, HEREIN CALLED “OWNER”, THE ABOVE DESCRIBED PERSONAL PROPERTY, HEREIN CALLED “PROPERTY”, AT THE RENTAL RATES SET FORTH BELOW.

LOCATION OF PROPERTY: Owner asks that the renter keeps the rented items at address unless otherwise discussed. If items will be moved renter is responsible informing the owner and for ensuring the items are properly cared for.

DAMAGES: Renter is responsible for the loss, theft or damages (excepting normal wear and tear) of said property. If there is loss or excessive damage to the property, the renter agrees to pay the owner fair value. Renter will receive a “manufactures manual” with each rented item, renter is responsible for ensuring that each item is properly handled and the return of the manual.

RENTAL RETURNS: All pick ups are scheduled after renter’s departure. If you are going to extend your rental, Cozy Baby Rentals must be notified 24 hours prior to the return date. If proper notice is not given Cozy Baby Rentals will charge a \$25.00 fee as well as not being able to guarantee that property is available for extended rental. We will do everything we can to ensure you have the things you need.

RELEASE OF LIABILITY

1. In consideration of the rental agreement between myself (the renter) and Cozy Baby Rentals LLC, I acknowledge and agree to the following terms.
2. I understand that there exist certain risks of injury from the use or misuse of items that are being rented. There is a potential risk of serious injury, disability or death from the use of such items.
3. I FREELY AND KNOWINGLY ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, AND ASSUME FULL RESPONSIBILITY FOR MY USE OF SUCH ITEMS.
4. I understand the risks and safety concerns regarding such items.
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, AND HOLD HARMLESS, AND AGREE NOT TO SUE COZY BABY RENTALS, LLC, the owner of all such items I have agreed to rent, their officers, agents and employees, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH OR LOSS OR DAMAGE to persons or property, WHETHER CAUSED BY THE NEGLIGENCE OF THE OWNER OR OTHERWISE, except that which is the result of gross negligence or wanton misconduct.
6. I understand that this RELEASE OF LIABILITY covers every item that I have agreed to rent.
7. I agree that the RELEASE OF LIABILITY shall be governed by the laws of the State of New Mexico.
8. I have read and understand the RELEASE OF LIABILITY as well as the RENTAL AGREEMENT. I fully understand the terms of both and I understand that I have given up substantial rights by signing this and I freely and voluntarily sign it without inducement.