



**Everything Birth
Water Birth Tub Rental Agreement**

Lessee

Name: _____ Due Date: _____ Tub Delivery Date: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

The following agreement represents an agreement between Everything Birth (lessor) and _____, lessee.

1. I do hereby acknowledge and agree that said lessor would lease the water birth tub identified in this rental contract to me, the lessee.
2. Lessee understands that the Lessor recommends that experienced birth professionals attend all births.
3. Lessee understands that the rental price, \$250, is founded on a per birth basis of a period of approximately 2-4 weeks.
4. Lessee agrees to pay Lessor for the shipping and handling charges for receiving and returning the water birth tub if applicable.
5. Lessee acknowledges that this agreement is non-transferable.
6. Lessee acknowledges that the water birth tub rental is specifically limited to indoor use.
7. Lessee agrees to take full responsibility for the manner in and purpose for which said water birth tub is used.
8. Lessee agrees to return the water birth tub to Lessor undamaged following its use, as outlined in the instructions included with the water birth tub.
9. Lessee agrees to pay for the replacement or repair of said water birth tub in the event it is damaged, not returned to Lessor, or rendered unusable while in Lessee's possession.
10. Lessee understands that there will be no reduction in the rental fees if the water birth tub is unused during the rental period or if the water birth tub is returned before the birth or before the end of the rental period.
11. Lessee understands that the rental fee is nonrefundable, and that no portion of the rental fee will be refunded.
12. Lessee agrees to release and hold harmless Lessor and/or any agent thereof, its members, employees, associates, and affiliated manufacturers from any and all responsibility or liability for maternal complications, infant mortality or morbidity, or injury to any or all persons in connection with the use of said water birth tub that may occur before, during, and/or after labor and/or birth in the water birth tub provided by the Lessee.
13. Lessee specifically holds Lessor harmless from any claims made by third parties, as well as any damage or injury to property occasioned by the use of the water birth tub during the rental period or while the water birth tub is otherwise in possession of the Lessee, and further more agrees to indemnify Lessor for any and all liability or expenses, including attorney's fees, incurred by Lessor occasioned by the use of the water birth tub during the rental period or while the water birth tub is otherwise in possession of the Lessee.
14. Lessee agrees to pay a fee of \$75 per week if the tub is held more than 3 days after baby is born. (We don't charge for late babies, just procrastinating parents).

I, the undersigned, am 18 years of age or older, have read, understand and agree to the terms outlined above.

Lessee Signature

Date

Please mail this completed form, along with your \$50 deposit to:

Everything Birth, P.O. Box 66781 Falmouth, ME 04105.

1-800-370-1683

FAX 1-877-716-3988