



## Terms of Service

### Rental Agreement

- This Equipment Rental Agreement (“Agreement”) is effective upon clicking “I Agree to the Terms and Service” button and completing booking, or date of signing paper agreement (“Effective Date”), and is made between Little Green Llama, a Sole proprietorship organized under the laws of Ontario, Canada with offices at 42 Lake Street, Mallorytown ON , Rachelle Hill (“Owner”) and renter completing booking (“Renter”). Owner and Renter are hereinafter collectively referred to as “Parties”.

### Term

This Agreement shall commence on the Effective Date chosen in the booking and remain in full force and effect until equipment is returned to Owner. Renter shall return the Equipment on the last day of the rental booking before closing hours, unless terminated earlier consistent with the terms herein, or term is extended prior to this date based on agreement and availability. Owner reserves the right to terminate this Agreement earlier upon notice to Renter.

### Payment

Renter shall pay the full amount for the rental term upfront upon booking and authorise Owner to charge the debit card or credit card on file with Owner an amount equal to all payments and fees due under this Agreement. Cash or e transfer to [info@littlegreenllama.ca](mailto:info@littlegreenllama.ca) is also accepted.

Extending the term of rental may be possible but is dependent on availability. In this case payment is due on the date of the extension by the above named methods.

Renter shall also pay other charges in accordance with this Agreement due upon return of Equipment, to the fullest extent allowed by law, including but not limited to:

- a) charges for delivery or pick up of rental items at rate stated in Delivery/Pick-up section or otherwise agreed upon amount;
- b) loss of, or damage or repair to the Equipment, loss of use, diminution of the Equipment's value caused by damage to it or repair to it, and costs to enforce such charges including administrative fees for processing the claim and legal expenses;
- c) a \$10 charge per day for late return of the Equipment or the highest amount allowable under law;
- d) unless due to the fault of Owner, all fines, penalties, court costs and other expenses relating to the Equipment assessed against Owner or the Equipment during the rental Term;
- e) all expenses Owner incurs due to Renter's failure to return the Equipment including costs in locating and recovering the Equipment;
- f) all costs incurred to collect unpaid monies due; and
- g) twenty-five dollars (\$25.00) or the maximum amount allowed by law, whichever is greater, for making payment with insufficient funds.

**Security Deposit.** In addition to the fees listed in Section 2, Renter shall pay a deposit of \$250 at the time this Agreement is signed for rental of the SNOO Smart Bassinet only. Owner may use the deposit to cover any amounts due under this Agreement.

### Delivery/Pick-up

Renter may arrange with Owner to pick up or drop-off items during business hours, unless otherwise arranged, to business location: 42 Lake Street, Mallorytown Ontario.

Delivery or pick-up of items is possible depending on availability. Free delivery is available to renters within 15km by vehicle, including but not limited to Mallorytown, Athens and Lyn, with a minimum order of \$20. Each delivery or pick-up within 50km of business location is charged a \$15 flat rate fee.

Any deliveries or pick-up services farther than 50km from business location will be charged at a rate of \$0.50/km for every additional kilometer and based on availability and agreement. Rates may change at any point related to costs of transport but will be discussed with Renter prior to delivery.

## **Cancellation**

Bookings cancelled by Renter three weeks or more prior to rental date with a full refund. A cancellation between one to three weeks prior to booking will result in an 80% refund. No refunds are given to bookings cancelled within one week of rental agreement.

Bookings which have commenced may terminate the agreement early by contacting Owner to make arrangements for return of equipment. Minimum service agreement payments (i.e. 1 or 4 weeks) must be paid in full, and a refund for early return is calculated using the same parameters above. If the early termination is communicated to Owner 3 weeks or more prior to the next rental period beginning the Renter will receive a full refund for the period they are cancelling. If termination is communicated one to three weeks prior to ending the agreement early, then an 80% refund will be provided. If it is within one week of the next portion of the rental agreement then no refund would be given for that portion.

Owner may have to cancel the rental agreement with a Renter due to extenuating circumstances, in which case a full refund will be provided.

## **Liability**

**Indemnification and Liability.** Renter shall indemnify, defend and hold harmless Owner from and against any claim, demand, cause of action, loss or liability (including attorney's fees and expenses of litigation) for any property damage or personal injury arising from Renter's use of Equipment by any cause, except to the extent caused by Owner's gross negligence or willful misconduct. The provisions of this Article shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination. IN NO EVENT SHALL OWNER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM RENTER'S USE OF EQUIPMENT, INCLUDING BUT NOT LIMITED TO LOSS PROFITS AND LOSS REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

## **Equipment**

**General Care.** Renter undertakes to use rental equipment only for the purpose for which it is designed. Equipment can only be used in a careful and proper manner and shall not be used in any way that is inconsistent with Owner's instructions or manuals. Renter shall not store or transport the Equipment in a manner likely to cause damage to it. Owner shall at all times retain ownership and title to the Equipment. Renter shall alert Owner to any damage to the Equipment.

**Smoking.** Renter agrees to keep rental equipment in a smoke free environment, including in a building or vehicle, for the duration of the rental. If Renter does not follow this condition and the Equipment has evidence of smoke, Renter will be responsible for restoration through professional cleaning or cost of replacement of the item if it cannot be returned to its original condition.

**Pets.** Renter may keep equipment in a building with pets but Renter is liable for any damages including odours. Renter agrees to pay the cost of returning it to its original condition or the cost of replacing the item (whichever is less).

**Condition of Equipment.** Upon receipt of Equipment both Renter and Owner will review the condition of equipment and form an agreement, at which time Renter may terminate the rental at no cancellation fee if unhappy with the condition. Otherwise Renter acknowledges that Renter has examined the Equipment and that it is in good condition except as otherwise specified in the agreement. OWNER MAKES NO WARRANTY, EXPRESS OR IMPLIED, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND,

INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

**Return of Equipment.** Renter shall return Equipment during business hours on the end date of the rental term in the same condition as Renter received it, except for normal wear and tear. Renter shall return the Equipment to the agreed return location, or arrangements and payment made for pick-up from residence. If Equipment is not returned on said date, Owner reserves the right to take any action necessary to regain possession of the Equipment. In the event that any item of equipment is returned in a reduced condition from that at the rental date, the customer agrees to pay the cost of returning it to its condition at the rental date or the cost of replacing the item (whichever is less). Renter agrees to cleaning Equipment prior to returning them and to alert Owner to any damage to the Equipment.

**Waiver.** No failure of Owner to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches. Owner's acceptance of payment with knowledge of a default by Renter shall not constitute a waiver of any breach.

By clicking on the "I Accept" button I hereby acknowledge and accept all of the conditions stated in the Rental / Service Agreement and the Purchase Agreement.