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Tub Rental Contract

Lessee's Name (Mother)	EDD	37th Week of Pregnancy	Return Tub Date
Address		Phone	Alternate Phone
City	State	Zip	E-mail

A tub rental is scheduled and reserved on a per birth basis. Rental reservations are confirmed with a signed Tub Rental Contract, full payment and receipt of the deposit. The tub is acquired for a four to five week window, generally beginning soon after the 37th week of pregnancy. The tub and all of the equipment must be returned before two weeks after the Estimated Due Date, unless other arrangements have been made.

Once the tub is acquired there are no refunds even if the tub is unused.

AquaDoula Tub Rental: \$250 plus tax if you personally acquire and return the tub. Lessee is required to clean the tub, unless cleaning services are rendered.

La Bassine Tub Rental: \$150 plus tax if you personally acquire and return the tub. Lessee is required to clean the tub, unless cleaning services are rendered.

One-Way Delivery or Pick up: \$25 within certain areas of the Bay Area.

Regions outside the designated Bay Area may require an additional \$25-100 fee depending on the location and will be expressed verbally or in an email.

Break-Down & Cleaning: \$50. Water must be removed before arrival.

Additional Rental Weeks: The tub may be rented in advance for additional weeks at \$50/week. There is no guarantee unless confirmed and paid for in advance.

If the tub is retained and returned after the end of the agreed upon weeks, a \$75/week fee will be charged for each week thereafter.

Note: All tub acquisitions are scheduled during normal business hours Monday-Friday, 9:00 am - 5:00 pm. If Lessee is unable to schedule a time for delivery of the tub during open time slots within normal business hours, Lessee will need to personally acquire the tub after hours, though there will be no guarantee of availability.

Deposit: A \$75 refundable deposit is required. Funds will be returned when the tub and accessories are returned on time in the same condition they were received.

Care for Tub: Assembly, use, cleaning, disassembly and care of the tub and all the included materials must be handled according to the directions and Instruction Guide provided. After use of the tub, the tub and all the materials need to be properly cleaned and stored according to the directions given. Failure to follow these directions will incur a \$75 fee. Cleaning services may be purchased as stated above. Any missing or damaged equipment or materials may incur additional charges.

Infection Control Policy: The tubs and accessories are cleaned externally between rentals with Tincture of Green Soap that contains a few drops of bleach. Each rental is provided with a form fit disposable liner and is required to be used with filling of the tub. The disposable liners are 4mm thick, latex free, Low Density Polyethylene (LDPE) plastic and are double sealed to prevent leaks. The disposable liner covers the inside as well as the outside of the entire tub. After use, remove and dispose of the liner. The reusable hoses are optional: you may purchase an unused hose for filling and removal of water. Lessee uses reusable hoses at own discretion, and Esther Healey/Mandala Midwifery assumes no responsibility. If hoses are used, Lessee is required to clean the hoses according to the instructions.

Accessories not provided, but are necessary:

Required: A tarp for underneath and surrounding the tub.

A standard faucet adapter is included. If it does not fit the intended faucet, another adapter will need to be purchased. Test the adapter in advance!

Tub Rental Terms and Conditions

This order is subject to the terms and conditions appearing on the reverse side of this order.

1. Lessee understand that the Tub Rental price is founded on a per birth basis for a period of 2-3 weeks before the EDD and 2 weeks after the EDD, though may be shorter.
2. Lessee agrees to pay an additional seventy-five dollars (\$75) per week if the Lessee wishes to extend the lease of the tub beyond the agreed upon rental period, and must notify Lessor accordingly. There is no guarantee of availability.
3. Lessee acknowledges that the tub is specifically limited to indoor use by the Lessee.
4. Lessee agrees to return the tub to Lessor undamaged & thoroughly cleaned following its use, as outlined in the included instructions.
5. Lessee understands there will be no reduction in the rental fees if the tub is unused during the rental period or if returned before the birth.
6. Lessee understands that the rental fee is nonrefundable, and no portion of the rental fee will be refunded with the exclusive exception that the baby is born before the tub is acquired, in which case the Lessee must notify the Lessor before the scheduled acquisition date. The Lessee will be refunded their rental fee less a \$75 non-refundable portion.

It is agreed to follow the standard WARNINGS & SAFEGUARDS for safe operation and use of the tub as stated in the Instruction Guide.

DISCLAIMER: Assembling, filling, and using the tub is done so in the full discretion of the user. Esther Healey/Mandala Midwifery expressly accept no liability for any and all injury to person and/or damage to property that may be incurred by the assembly, filling and otherwise use of the tub, including but not limited to damage caused by weight limitations with respect to structural support, and water damage caused by water displacement or leakage of the tub.

Lessee Signature

Date

In consideration of and as inducement to renting AquaDoula Spa or La Bassine Professional Pool, I represent and expressly agree:

I SHALL RELEASE, WAIVE DISCHARGE AND COVENANT NOT TO SUE Esther Healey, Mandala Midwifery, its agent and employees, its venue or facility providers, its instructors, its students, its residents, and its residents guests (all hereinafter collectively called "Mandala Midwifery") from all liability for any and all loss or damage, and any claim or demands therefore on account of injury to the person or participants, or property, or resulting in death of the named participant or other participants.

1. UNIVERSAL TERMS AND CONDITIONS. These are universal terms and conditions intended to apply to whatever use this form may be put, except to the extent they are inconsistent with the printed and written materials on the reverse side of this form. On these terms and conditions the word "Equipment" shall mean AquaDoula Spas or La Bassine Professional Pools, heaters, pumps, other accessory equipment, property, material, supplies, etc, as the context may require.

2. RENTAL TERMS. Mandala Midwifery hereby rents the Equipment to Lessee for the period commencing on the agreed date of acquisition and ending upon its return to Mandala Midwifery, subject to charge for the applicable rental period. Unless otherwise specified, rental is for a minimum period specified in the Rental Agreement. For all purposes under this Agreement, title, to the Equipment, if any, shall at all times remain in Mandala Midwifery. Lessee shall pay Mandala Midwifery the rental amount as determined by the schedule of rental fees provided. No allowance will be made for Sundays, holidays, time in transit, or for any period of time the Equipment may not be in actual use while in Lessee's possession. Rental fees shall become due and payable as provided in the Rental Agreement. Rental rates are for normal and reasonable use of Equipment.

3. DISCLAIMER OF WARRANTIES; INSPECTION OF EQUIPMENT. Mandala Midwifery MAKES NO WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR USE OR PURPOSE, AND NON-INTERFERENCE. Prior to execution of this Agreement, Lessee has examined the Equipment as fully as desired, or had the opportunity to make such examination and refused to do so, or examined Mandala Midwifery brochures(s), description and technical specifications and is satisfied therewith and waives the examination of the Equipment, and acknowledges that the Equipment conforms to the description set forth on the reverse hereof. Lessee acknowledges that Mandala Midwifery has made no promises, representations, warranties, or assurances to Lessee that are not specifically set forth herein, as inducements to enter into this Agreement.

4. RECEIPT, USE, MAINTENANCE, AND FAILURE OF EQUIPMENT. By acquiring equipment, Lessee acknowledges that it has received the equipment and all devices and material used to connect the Equipment in good working order. Lessee shall not abuse, harm or improperly operate the Equipment, and shall possess and operate it in conformance with all applicable laws and regulations, and in accordance with the manufacturer's specifications and recommendations. In the event of any failure of the Equipment, of any nature whatsoever, Lessee shall immediately notify Mandala Midwifery and is responsible, at its expense, for the return of the Equipment to Mandala Midwifery. Without Mandala Midwifery's written authorization, Lessee shall not incur any expense for Mandala Midwifery account for the repair of failed Equipment.

5. RETURN OF EQUIPMENT. Upon expiration of the rental period or upon termination of this Agreement, Lessee shall accommodate the return of all the Equipment to Mandala Midwifery, in the condition and repair as when delivered to Lessee, subject only to reasonable wear and tear. Lessee shall be liable for all damages and/or cleaning charges to or loss of the Equipment. If Mandala Midwifery has agreed to deliver the Equipment to Lessee or pick up the Equipment from Lessee, Lessee shall be responsible for all loss or damage to the Equipment from time of delivery to Lessee through the period of pick up by Mandala Midwifery.

6. DAMAGED EQUIPMENT; REASONABLE WEAR AND TEAR. If the Equipment is returned in a damaged or excessively worn condition, Lessee shall pay Mandala Midwifery the reasonable cost of repair and pay rental on the Equipment at one-half the regular rental rate until repairs have been completed. Mandala Midwifery shall be under no obligation to commence repair work until Lessee has paid therefore. Reasonable wear and tear shall mean only the normal deterioration of the Equipment caused by an ordinary and reasonable use basis. The following shall not be deemed reasonable wear and tear: damage resulting from an overturning or improper use or operation of the Equipment including overloading or exceeding the capacity of the Equipment; damage in the nature of bending, tearing, staining of the Equipment or any part thereof, and wear resulting from excess use.

7. LIABILITY FOR DAMAGES TO PERSON AND PROPERTY; INDEMNIFICATION. Mandala Midwifery shall not be responsible for any loss, damage, or injury to persons and/or entities including, but not limited to, Lessee, Lessee's customers, guests or invitees, Lessee's employees, or Lessee's property, including incidental, special or consequential damages, in any way connected with the operation of, used of, defect in, failure of the Equipment, or maternal complications including, but not limited to, infant injury, morbidity or mortality, or injury to any individual(s) using the Equipment. Mandala Midwifery and Lessee acknowledge that no third party is intended to be a beneficiary under this Agreement. Lessee shall indemnify, defend and hold Mandala Midwifery harmless from and against any claims of the third parties for loss, injury or damage to their person and property arising out of Lessee's possession, use, maintenance, or return of the equipment, including legal costs incurred in defense of such claims. Lessee shall furnish Mandala Midwifery with a complete report of any accident involving the equipment, including names and addresses of all personal and witnesses involved.

Terms and conditions of the Lessee's indemnification shall extend to any claims made by Lessee's employees, and Lessee hereby waives any immunity provided for under state workers' compensation laws. It is agreed that the indemnity provisions set forth herein shall be interpreted to provide the broadest indemnity permitted by law, however it shall not be interpreted to indemnify Mandala Midwifery against its sole negligence. In the event Mandala Midwifery is adjudged partially at fault for any loss to which the Lessee's indemnity obligation applies, the indemnification shall be enforced only to the extent of the Lessee's negligence, it being the intent that Lessee's indemnification be limited by Mandala Midwifery fault, if any.

8. CONSEQUENTIAL DAMAGES. Mandala Midwifery shall not be liable for any incidental or consequential damaged under any circumstances whatsoever, including without limitation, any failure of Mandala Midwifery to comply with the provisions of this Agreement.

9. ASSIGNMENT, SUBLETTING, AND LOCATION. Except with Mandala Midwifery's prior written consent, Lessee shall not assign or sublet any right or delegate any duties under this Agreement. No item of leased Equipment shall be removed from the location where Lessee represented it was intended to be used, or removed from the state of Mandala Midwifery's premises, except with the prior written consent of Mandala Midwifery.

10. EVENTS OF DEFAULT; REMEDIES. Time is of the essence under this Agreement, and Lessee will be in default if any of the following occurs ("Event of Default"): (a) Lessee fails to pay, as and when due, any installment of renter any other payment required hereunder; (b) Lessee fails to perform any other covenant or agreement to be performed by it under this Agreement or any other agreement Lessee as with Mandala Midwifery; (c) at any time Mandala Midwifery believes in good faith that the prospect of Lessee's payment or performance in accordance with the provisions of the Agreement is impaired by (1) Lessee's failure to adequately protect the Equipment from loss or damage, (2) if the Equipment is in danger of being seized or damaged due to strikes or other conditions, or (3) payment or performance is otherwise impaired. Upon any Even of Default, Mandala Midwifery shall have an immediate right to pursue the remedies set forth in this Agreement or allowed by law.

In the event of Lessee's default under the terms of this Agreement, or in the event of any other default recognized under law, Mandala Midwifery without notice to Lessee and with not opportunity for Lessee to cure the default, may (i) accelerate all performance of Lessee, (ii) cancel this Agreement, (iii) retake the Equipment, (iv) peruse any and all other remedies available under law. Mandala Midwifery repossession of the Equipment shall not act as a release of the Lessee from liability for other damages. Lessee's sole remedy for any failure of or defect in the Equipment shall be the termination of the rental charges at the time of failure, provided Mandala Midwifery is notified within 24 hours of the time of failure.

If the Equipment is not returned at the termination of the rental period or for any reason it becomes necessary for Mandala Midwifery to retake the Equipment to protect it from loss or damage, or if the Equipment is in danger of being seized or damaged because of strikes or any other condition, Mandala Midwifery and its agent may go upon Lessee's property and retake the Equipment, without proper notice and legal process, and Lessee waives all right to a prior judicial hearing. Mandala Midwifery and its agent may take all action reasonably necessary to retake the Equipment and Lessee waives for itself, its agents and employees, all claims for damages and losses, physical and pecuniary, caused by retaking by Mandala Midwifery. Lessee agrees to pay all costs and expenses incurred by Mandala Midwifery in retaking by Mandala Midwifery. Lessee agrees to pay all costs and expenses incurred by Mandala Midwifery in retaking the Equipment.

Lessee agrees and authorizes Lessee agrees to pay all costs and expenses incurred by Mandala Midwifery in retaking to make additional charges with Lessee's "signature on file" to Lessee's account set forth on the face of the Rental Agreement for, including but not limited to, additional rental days, damage or missing Equipment, retake fees and costs, and default fees and expenses including reasonable attorney's fees and costs.

11. COMPLIANCE WITH LAW AND SAFETY REGULATIONS. As Mandala Midwifery has no control over the use of the Equipment by Lessee, Lessee agrees, at its sole expense, to comply with the most current version of all CODES OF SAFE PRACTICES, all laws and regulations, including the Occupational Safety and Health Administration ACT of 1970 (OSHA) and all other federal, state and locals laws, regulations and ordinances, which may affect the Equipment while it is in the possession of Lessee. Lessee shall indemnify and hold Mandala Midwifery harmless from any liability or expense, including attorney's fees, resulting from any actual asserted violation of such laws, regulations and ordinances. The indemnity of Lessee provided under Section 11 shall incorporate all indemnity provision of Section 7 hereof.

12. OTHER. This Agreement shall be governed and construed in accordance with the laws of the State of California, other that it conflict of laws and rules. Expect for claims for indemnity, as provided in Section 7 above, venue for any suit, action, or proceeding brought under or arising out of this Agreement shall be in Alameda County, California.

This Agreement sets forth the entire understanding of the parties with regard to the subject matter hereof, and superseded any and all prior understanding and agreements, whether written or oral, between the parties with respect to said subject matter. This Agreement may be amended, modified or rescinded only by a written instrument signed by both parties, and shall not be modified or altered by any course of performance by either Mandala Midwifery or Lessee, or by usage of the trade.

Lessee's Initials _____