



Birth Tub Rental Agreement

Thank you for choosing to rent a birth pool from Sacred Journey Doula Services.! Please complete this form in order to confirm your reservation.

Lessee

Name: _____ Partner (if applicable): _____

Mailing Address: _____

City: _____ Prov.: _____ Postal Code: _____

Home Phone: _____ Cell phone: _____

Email: _____ Due Date: _____

Homebirth or Hospital birth (which hospital): _____

Delivery Address if different: _____

1st birth? _____ If not, how many children have you had?: _____

Is there any reason to expect baby to come early? _____

The following agreement represents an agreement between *Sacred Journey Doula Services* (lessor) and _____, lessee for the rental of a "Birth Pool in a Box" tub.

1. I do hereby acknowledge and agree that said lessor will lease the water birth tub identified in this rental contract to me, the lessee.
2. Lessee understands that the rental price, \$169.99 plus HST for the Birth Pool in a Box is founded on a per birth basis of a period of approximately 2-4 weeks. The tub is available for delivery or pick-up two (2) weeks before due date and must be returned within 3 days after birth.
3. Lessee agrees to pay Lessor for the shipping and handling charges for receiving and returning the water birth tub if applicable. One way shipping to the client is included in the rental fee (can be used for delivery of tub or pick-up of tub).
4. Lessee acknowledges that this agreement is non-transferable.
5. Lessee acknowledges that the water birth tub rental is specifically limited to indoor use.
6. Lessee agrees to take full responsibility for the manner in and purpose for which said water birth tub is used.
7. Lessee agrees to contact Lessor within 3 days of your baby's birth to arrange tub return.
8. Lessee agrees to return the water birth tub to Lessor undamaged following its use. Lessee agrees to use the liner provided. A hose will be provided for filling and emptying and does not need to be returned. Lessee agrees to drop-off the tub, or arrange for pick-up, or pay for the return shipping of said water birth tub within 3 days of birth or will be charged an additional \$75 per week. Tub must be returned to Sacred Journey Doula Services, 1438 Largo Crescent, Oshawa, Ontario
9. Lessee agrees to pay full retail price 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. The replacement cost of the tub is \$750 and the replacement cost for accessories is \$150.

Discover Birth
Phone: 1-877-BIRTH36 (247-8436)

1438 Largo Crescent, Oshawa, Ontario
Cell (905) 447-8815

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 will read and follow the instructions included with the tub to prevent any damage or misuse of the tub. If Lessee has questions about the proper use of the tub, they will immediately contact the Lessor for instructions at the number provided for 24/7 questions.
15. The Lessee will read in its entirety the guidelines for a safe water birth as provided with their tub as written and researched by Waterbirth International. Sacred Journey Doula Services. recommends that these guidelines be followed.
16. The full payment of the rental fee is required to reserve the tub.
17. Lessee understands the cancellation policy and refund policy. Cancellation for tubs will be refunded less a \$25 administration fee **only** if cancellation is received 6 weeks prior to your due date.
18. In the event that the baby arrives before the tub is delivered, Lessor agrees to refund all monies paid by the Lessee.

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

Lessee Signature

Partner Signature

Lessee Name printed

Partner Name printed

Date

Credit Card (Visa or MC): _____ Expiry: _____

Name on card: _____

Address if different from above: _____

Please mail or fax this completed form, along with your payment (\$169.99 plus 13% HST = 192.09). A hard copy of this document must be signed and received before tub is provided.

Thank you!
Discover Birth Inc.