



RENTAL CONTRACT

Please read, fill out completely, send or fax the original to AquaDoula/TUBS TO GO! Inc. and keep a copy for your records.

Lessee (Expectant Mom's Name)			Lessee Due Date			Preferred Date for Delivery of AquaDoula Spa			
BILL TO	Name			Name			Contact Person		
	Mailing Address			Unit/Apt.			Shipping Address (We cannot ship to Post Office boxes)		
	City			State			Zip Code		
	Phone			Alternate Phone			Phone		
	<input type="checkbox"/> VISA <input type="checkbox"/> MasterCard <input type="checkbox"/> AMEX <input type="checkbox"/> Cash/Check No.								
	Credit Card Number			Exp Date					
Name on Credit Card									
Card Holder Signature									

AQUADOULA SPA RENTAL TERMS AND CONDITIONS

- Lessee understands that the AquaDoula Rental price is founded on a per birth basis for a period of up to 3 weeks.
- Lessee agrees to pay an additional seventy-five dollars (\$75) per week, or portion thereof, if the Lessee wishes to extend the lease of the AquaDoula beyond the 3 week rental period, and must notify Lessor accordingly.
- Lessee agrees to pay Lessor for the shipping and handling charges for receiving and returning the AquaDoula.
- Lessee acknowledges that the AquaDoula is specifically limited to indoor use by the Lessee.
- Lessee agrees to return AquaDoula to Lessor undamaged and thoroughly cleaned following its use, as outlined in the instructions included with the AquaDoula.
- Lessee understands that there will be no reduction in the rental fees if the AquaDoula is unused during the rental period or if the AquaDoula is returned before the birth.
- Lessee understands that the rental fee is nonrefundable, and that no portion of the rental fee will be refunded with the exclusive exception that the baby is born before the AquaDoula actually arrives, in which case the shipment must be refused from the shipper by the Lessee at time of delivery. The Lessee will be refunded their rental fee less a \$75 non-refundable portion AND the total shipping and handling charges to and from the Lessee. This amount will be refunded upon Lessor receiving and inspecting the refused AquaDoula.

SHIP TO	City			State			Zip Code		
	Phone			Alternate Phone			Phone		
	AquaDoula Spa Rental								
	Additional Items								
	Shipping and Handling						(Round-Trip)		
	Subtotal								
	Tax						(WA State only)		
	Total								
	Extended Rental						(\$75 per additional week)		
Tax									
Total									

STANDARD WARNINGS AND SAFEGUARDS for the safe operation and use of the AquaDoula Spa

CAUTION: Fire, electrical shock, severe damage to the AquaDoula, and personal harm may occur if the AquaDoula is not set-up and used properly, and all of the enclosed instructions are not properly followed.

CAUTION: Pregnant women and persons suffering from heart disease, diabetes, high or low blood pressure should not enter the AquaDoula without prior medical consultation and permission from their doctor.

CAUTION: Do not use the AquaDoula while under the influence of alcohol, anticoagulants, antihistamines, vasoconstrictors, vasodilators, stimulants, hypnotics, narcotics, or tranquilizers.

CAUTION: Check AquaDoula water temperature before use. Maximum safe water temperature should be established by a medical practitioner, not to exceed 98.6F.

CAUTION: Do not use alone.

CAUTION: Unsupervised use by children is prohibited. Never leave children unattended without adult supervision in the vicinity of the filled AquaDoula.

CAUTION: Enter and exit slowly.

CAUTION: Observe reasonable time limits to avoid nausea, dizziness and fainting. Should you experience any of these symptoms, carefully exit the AquaDoula immediately.

CAUTION: Keep all breakable objects out of the area.

CAUTION: Keep all sharp foreign objects out of the AquaDoula to protect against punctures or other damage to the AquaLiner. If the AquaLiner is ever damaged, unplug Heating System immediately.

CAUTION: Emergency telephone numbers for police, fire and rescue should be posted at the nearest telephone.

CAUTION: DO NOT plug in the AquaDoula Heating System until the AquaDoula is completely filled to the proper water level. Plugging in the Heating System without the proper water level will cause overheating of the Heating System, severely damaging the Heater Pad and the AquaWall.

CAUTION: DO NOT UNDERFILL. Taking into consideration water displacement when individuals enter the AquaDoula, the minimum level of water MUST be maintained at all times for the safe operation of the AquaDoula Heating System. If the minimum water level is not maintained through the entire operation and use of the AquaDoula, severe harm to individuals and the AquaDoula may occur, including electric shock and/or fire.

CAUTION: DO NOT immerse any portion of the AquaDoula Heating System in water.

CAUTION: DO NOT plug Temperature Controls directly into a receptacle; only use the AquaDoula Heating System with the GFCI Cord Set.

CAUTION: DO NOT plug the GFCI Cord Set into any receptacle that is not grounded. If not sure, the receptacle to be used should be tested for ground prior to use.

CAUTION: The Heater Pad must be flat against the AquaWall with no folded Heater Pad edges and NO obstructions between the Heater Pad and the AquaWall, such as cords, Floor Pad, or the AquaLiner.

CAUTION: DO NOT run any of the cords under any portion of the AquaWall. This may result in a pinched or damaged cord presenting a potential electric shock hazard. If any cord is found to be damaged while in operation, unplug immediately, and DO NOT use the Heating System.

CAUTION: When using the AquaDoula, DO NOT press against the heater pad and keep all objects that might be used in the AquaDoula (seats, etc.) away from the heater area, cords, and probe.

CAUTION: Avoid electric shock and personal injury by keeping all electrical devices, such as lamps and appliances, a minimum of ten (10) feet away from the filled AquaDoula at all times.

CAUTION: UNPLUG the AquaDoula Heating System BEFORE draining the AquaDoula.

CAUTION: DO NOT use a damaged AquaDoula as usage promotes further damage and danger to equipment and person.

CAUTION: YOU CAN ACCIDENTALLY DROWN WHILE USING THE AQUADOULA. CHILDREN MUST BE SUPERVISED AT ALL TIMES WITHIN TWENTY (20) FEET OF THE AQUADOULA.

CAUTION: USE OF THE AQUADOULA MAY RESULT IN INJURY OR DEATH.

CAUTION: TO AVOID RISK OF FIRE, SHOCK, DAMAGE TO EQUIPMENT, OR PERSONAL INJURY, INSTALL PROPERLY AND FOLLOW ALL INSTRUCTIONS.

NO TERMS OR CONDITIONS, EXPRESSED OR IMPLIED, ARE AUTHORIZED UNLESS THEY APPEAR ON THE ORIGINAL OF THIS ORDER, SIGNED BY THE CUSTOMER AND APPROVED BY TUBS TO GO!, INC. THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT. NO ONE IS AUTHORIZED TO CHANGE, ALTER OR AMEND THE TERMS OR CONDITIONS OF THIS AGREEMENT UNLESS AGREED TO IN WRITING BY AN OFFICER OF TUBS TO GO!, INC.
THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS ORDER.

I, the undersigned, am 18 years of age or older, have read, understand and agree to the terms outlined above. I, furthermore, understand that my credit card will be charged for the rental and shipping charges each way, as well as any additional items purchased and/or not returned with the AquaDoula Spa and/or items returned damaged, and/or any late charges/fees that may be incurred.

Lessee Signature _____ Date _____

OFFICE USE ONLY						
SHIP	REC'D	P/U CALL	P/U DATE	RETURN DATE	RETURN STATUS	EXTENDED RENTAL

TUBS TO GO!, INC./AQUADOULA STANDARD RENTAL TERMS AND CONDITIONS

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. In these terms and conditions the word "Equipment" shall mean portable hot tubs, AquaDoula® Spas, heaters, pumps, other accessory equipment, property, material, supplies, etc., as the context may require.

2. RENTAL TERMS. TUBS TO GO!, Inc. ("TTG") hereby rents the Equipment to Lessee for the period commencing on the first date of shipment to Lessee and ending upon its return to TTG's premises, 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 TTG. Lessee shall pay TTG the rental amount as determined by the schedule of rental fees provided by TTG. No allowance will be made for Sundays, holidays, delays due to strike, 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. INTEREST. If any amount due under the terms of this Agreement is not paid when due, the Lessee shall be in default and an interest charge shall be imposed in an amount equal to one and one-half percent (1.5%) per calendar month on the unpaid balance from the date payment was due until paid. If at any time the interest rate provided for herein is adjudged or otherwise determined to exceed the maximum interest rate permitted by applicable law, then, for such time as the rate is deemed excessive, its application shall be suspended and there shall be charged instead, the maximum rate permitted by law.

4. DISCLAIMER OF WARRANTIES; INSPECTION OF EQUIPMENT. TTG 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 TTG's brochure(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 TTG has made no promises, representations, warranties, or assurances to Lessee that are not specifically set forth herein, as inducements to enter into this Agreement.

5. RECEIPT, USE, MAINTENANCE, AND FAILURE OF EQUIPMENT. By accepting delivery, Lessee acknowledges that it has received the Equipment and all devices and materials 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 TTG and is responsible, at its expense, for the return of the Equipment to TTG's premises. Without TTG's written authorization, Lessee shall not incur any expense for TTG's account for the repair of failed Equipment.

6. RETURN OF EQUIPMENT. Upon expiration of the rental period or upon termination of this Agreement, Lessee shall accommodate the return of all of the Equipment to TTG's premises during TTG's regular business hours, 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 TTG 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 time of pick up by TTG.

7. DAMAGED EQUIPMENT; REASONABLE WEAR AND TEAR. If the Equipment is returned in a damaged or excessively worn condition, Lessee shall pay TTG the reasonable cost of repair and pay rental on the Equipment at one-half the regular rental rate until repairs have been completed. TTG shall be under no obligation to commence repair work until Lessee has paid therefor. 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 any 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, and staining of the Equipment or any part thereof, and wear resulting from excess use.

8. INSURANCE. At its expense, Lessee shall maintain in force, at all times from shipment of the Equipment to Lessee until surrender of the Equipment, public liability insurance of not less than \$1,000,000 and property damage insurance of not less than \$100,000, together with such other insurance of the types and amounts approved by TTG, protecting TTG as an additional insured, or loss payee, or both, at the option of TTG. If Lessee fails to provide satisfactory evidence of coverage, TTG may, at TTG's option, in addition to any other rights available to TTG, obtain coverage, and any sum paid by TTG for coverage will be immediately due and payable to TTG by Lessee. TTG shall be under no duty either to ascertain the existence of or to examine evidence of insurance or to advise Lessee if insurance coverage does not comply with the requirements of this Agreement; no failure to so advise Lessee constitutes a waiver of the requirements of this section.

If Lessee has insurance covering loss or damage, Lessee shall exercise all rights available to it under said insurance, take all action necessary to process any necessary claim, and Lessee further agrees to assign said claim and any and all proceeds from such insurance to TTG. Lessee shall furnish names of its insurance agent, insurance company, and complete information concerning insurance coverage carried. TTG's waiver of claims against Lessee as herein set forth is contingent upon Lessee's prompt making of and submission to TTG a copy of any police report where applicable. Unless and until Lessee exercises any option or other right to purchase the Equipment provided by this Agreement, TTG retains an insurable interest in the Equipment.

9. LIABILITY FOR DAMAGES TO PERSONS AND PROPERTY; INDEMNIFICATION. TTG 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, use of, defect in, failure of the Equipment, or maternal complications including, but not limited to, infant injury, mortality or morbidity, or injury to any individual(s) using the Equipment. TTG and Lessee acknowledge that no third party is intended to be a beneficiary under this Agreement. LESSEE SHALL INDEMNIFY, DEFEND AND HOLD TTG HARMLESS FROM AND AGAINST ANY CLAIMS OF 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 TTG WITH A COMPLETE REPORT OF ANY ACCIDENT INVOLVING THE EQUIPMENT, INCLUDING NAMES AND ADDRESSES OF ALL PERSONS AND WITNESSES INVOLVED. Initial _____

The terms and conditions of the Lessee's indemnification obligation 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; provided, however, it shall not be interpreted to indemnify TTG against its sole negligence. In the event TTG 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 TTG's fault, if any.

10. CONSEQUENTIAL DAMAGES. TTG SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY FAILURE OF TTG TO COMPLY WITH THE PROVISIONS OF THIS AGREEMENT.

11. ASSIGNMENT, SUBLETTING AND LOCATION. Except with TTG's prior written consent, Lessee shall not assign or sublet any rights 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 TTG's premises, except with the prior written consent of TTG.

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 rent or 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 has with TTG; (c) any judgment, issuance of any garnishment or attachment, or the filing of any involuntary lien, claim or government attachment is entered against any property of Lessee; (d) Lessee or any guarantor of this Agreement becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or files a voluntary petition of bankruptcy, or an involuntary petition in bankruptcy is filed against it, or consents to the appointment of a trustee or receiver or liquidator, or one is appointed for Lessee or for a substantial part of its property with or without its consent; (e) if the Equipment should be seized or levied upon under any legal or governmental process against Lessee or the Equipment; (f) throughout the term of this Agreement, and for a period of 120 days thereafter, Lessee shall fail to keep the Equipment free of all liens and encumbrances that may be imposed thereon ("Lien") due to the act, conduct or omission of Lessee; (g) at any time TTG believes in good faith that the prospect of Lessee's payment or performance in accordance with the provisions of this 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 Event of Default, TTG shall have an immediate right to pursue the remedies set forth in this Agreement or allowed by law.

In the event any Lien shall be imposed, Lessee shall be in default of this Agreement unless Lessee causes such Lien to be removed within five (5) working days of the effective date of such Lien. Lessee further agrees to indemnify, defend and hold harmless from and against all costs, expenses, claims, damages, and fees claimed by any third party, or incurred by TTG, in connection with or arising out of any such Lien.

In the event of Lessee's default under the terms of this Agreement, or in the event of any other default recognized under law, TTG, without notice to Lessee and with no opportunity for Lessee to cure the default, may (i) accelerate all performance of Lessee, (ii) cancel this Agreement, (iii) retake the Equipment, (iv) seek damages, and (v) pursue any and all other remedies available under law. TTG's 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 TTG 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 TTG 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, TTG and its agents may go upon Lessee's property and retake the Equipment, without prior notice and legal process, and Lessee waives all rights to a prior judicial hearing. TTG and its agents 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 TTG. Lessee agrees to pay all costs and expenses incurred by TTG in retaking by TTG. Lessee agrees to pay all costs and expenses incurred by TTG in retaking the Equipment.

Lessee agrees and authorizes TTG to make additional charges with Lessee's "signature on file" to Lessee's credit or debit card account set forth on the face of the Rental Agreement for, including but not limited to, additional rental weeks, damage or missing Equipment, retake fees and costs, and default fees and expenses including reasonable attorney's fees and costs.

13. COMPLIANCE WITH LAW AND SAFETY REGULATIONS. As TTG 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 local laws, regulations and ordinances, which may affect the Equipment while it is in the possession of Lessee. Lessee shall indemnify and hold TTG harmless from any liability or expense, including attorney's fees, resulting from any actual asserted violations of such laws, regulations and ordinances. The indemnity of Lessee provided for under this Section 13 shall incorporate all indemnity provisions of Section 9 hereof.

14. OTHER. Should either party employ an attorney to institute suit of action or appear in any proceeding to enforce any of the provisions of this Agreement or to protect its interest in any matter arising under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, charges, and expenses expended or incurred therein at the hearing, trial, on appeal, or otherwise; except that if TTG engages an attorney to collect monies due under this Agreement, the attorney's fee award shall not be computed in accordance with any court schedule, but shall be such as to fully reimburse all attorney's fees actually incurred in good faith, regardless of the size of the judgment, it being the intention of the parties to fully compensate for any such attorney's fees paid or incurred in good faith. In addition, TTG shall be entitled to reimbursement for all collection charges incurred if it refers a past-due account to a collection agency for collection.

This Agreement shall be governed and construed in accordance with the laws of the State of Washington, other than its conflict of laws and rules. Except for claims for indemnity, as provided in Section 9 above, venue for any suit, action, or proceeding brought under or arising out of this Agreement shall be in King County, Washington.

This Agreement sets forth the entire understanding of the parties with regard to the subject matter hereof, and supersedes any and all prior understandings 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 TTG or Lessee, or by usage of the trade.