



Rental Agreement for WaterBirth Tub Manager Service

- I do hereby acknowledge and agree that said Lessor would lease the water birth tub identified in this rental contract to me, the Lessee.
- Lessee understands that the rental price of **\$210** includes the waterbirth tub, mesh scoop, new fill/drain hose, extra drain hose, sink adapter, air and drain pumps, appropriate liner, set up and tear down. The tub will be delivered and set up by the Lessor, at a time verbally agreed upon by both parties. The Lessor will arrive to take down the tub and supplies within an hour of notification by the Lessee.
 - a. A La Bassine pool is our standard use pool.
 - b. Clients may upgrade to the Birth Pool in a Box for no additional fee.
- Lessee acknowledges that this agreement is non-transferable.
- Lessee acknowledges that the water birth tub rental is specifically limited to indoor use.
- Lessee agrees to take full responsibility for the manner in and purpose for which said water birth tub is used.
- Lessee agrees to return the water birth tub to Lessor undamaged following its use.
- 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.
- The rental fee is nonrefundable except under the following circumstances:
 - a. IF the Lessee is "risked out" of waterbirth prior to the on-call period, or 37 weeks of pregnancy, an 80% refund will be given within 30 days.
 - b. If a tub manager does not show up, a full refund will be given to the client within 30 days of delivery. *This does not count if the client does not notify the tub manager in a timely manner.*
- No refund will be given for any other reason.
 - a. *If Lessee is "risked out" of waterbirth after 37 weeks but prior to the start of labor/set up of the tub, we agree to provide placenta encapsulation, (4) hours of postpartum care, (2) breastfeeding peer counselor visits OR (1) one-hour newborn photography session with (10) edited photos. These services will be provided by a Labor Lady. The Lessee is responsible for scheduling these visits and notifying us immediately after the birth if placenta encapsulation is desired.*
- 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.
- 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.

Clicking Submit for online tub manager booking on The Labor Ladies' website serves as acknowledgement and acceptance of these terms.