

# Rockabye Baby Rentals – Terms & Conditions

- [Legal Notice](#)
- All notices from Rockabye Baby Equipment Rentals to You will be emailed to you and will be deemed delivered within three (3) days after sending. Notices from You to Rockabye Baby Equipment Rentals shall be made either by phone, e-mail, or sent to the address we provide on our Web site, or first class mail to our address at:

Rockabye Baby Rentals, LLC  
Headquarters  
8524 Highway 6 North #131  
Houston, TX 77095

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Rockabye Baby Equipment Rentals  
Headquarters  
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Houston, TX 77095

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- [Privacy Policy](#)
- Rockabye Baby Equipment Rentals use of personal information that you may submit to Rockabye Baby Equipment Rentals through this Web site is governed by the Rockabye Baby Equipment Rentals Privacy Policy. Rockabye Baby Rentals considers customer information to be confidential and does not share or sell customer data.
- [Consumer Agreement](#)
- Rockabye Baby Rentals, LLC; hereafter known as Rockabye – Terms and Conditions – Rental Agreement - Customer is bound by the terms and conditions of this agreement, customer signature is not required.

1. TERMS OF DELIVERED EQUIPMENT: Customer assumes all risk of loss or damage to the Equipment upon receipt of the Equipment by Rockabye or a designated agent to Customer, and Customer shall be solely responsible for any such loss of or damage to the Equipment until the return of the Equipment to Rockabye's designated location. \*\*\*We make every effort to arrive on time, however due to unpredictable traffic situations and possible delays, we do not guarantee exact delivery times. Allow a 2-hour window for Delivery and Pickup.\*\*\* By signing for receipt, you agree that you or your designated agent examined it, saw it in operation (if appropriate), and are aware of its condition. Changes, upgrades and additions will be charged to the customer's credit card on file and are payable immediately. A delivery fee applies each time we deliver to a location. It is best to have 2 separate orders when you have 2 separate delivery dates. Customer assumes all responsibility for reviewing products on the Rockabye website to assure the correct and appropriate items are on the order. Changes prior to rental start can be made, however changes following rental start are subject to availability and will not be provided until payment for the difference is made.

CRIB DELIVERY & STAIRS: Due to Federal requirements on crib manufacturing, the weights of full size cribs have doubled since 2012. This makes the transport of cribs up & down stairs dangerous for a single individual; with a high risk for personal injury or property damage.

Rockabye must take into consideration the safety of our personnel, as well as, the need to minimize the potential for damage to the properties where we deliver.

Rockabye personnel can only 'deliver to' or 'pickup from' upper floors with the assistance of another adult capable of carrying a 65-pound

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crib, or if an appropriately sized elevator is available.

If no one is available at delivery to assist with stairs, then cribs will be left in the safest possible location on the ground level. Cribs must be returned to ground level prior to customer departure from the property.

If no safe location exists on ground level, customers will need to call upon arrival to schedule a second delivery attempt (second delivery fee will apply). Cribs left on upper floors upon departure will require re-scheduling the pickup at a time that two staff members are available. This will result in an additional \$60 fee to the customer.

2. **SELF PICK UP / SELF RETURN:** Rockabye does not charge a fee beyond rental and tax for self pickup/self return of allowable items at our designated location provided customer arrives at the agreed time and date. A \$25 fee will be assessed for each No Show/No Call, should the customer or their designated agent fail to arrive at the agreed time. Rental fees continue to accrue until equipment is returned to Rockabye's possession. Due to the nature of the business, Rockabye does not guarantee the ability to reschedule a time at the customer's preferred date or time; but will offer alternate available times/dates.

3. **REPLACEMENT COSTS:** Replacement cost of equipment is based on full retail value plus applicable taxes and shipping costs. Replacement costs will be paid immediately and are not contingent upon receipt of payment to Customer by Customer's insurance carrier. Rental charges will continue to accrue until payment of the deemed replacement cost has been received in full by Rockabye. Rental charges will not be offset against replacement value.

4. **BUY OUT:** Buy out is not available.

5. **RENTAL TERM:** Customer agrees to rent the Equipment from Rockabye for the terms specified on the face of this Agreement. Start of the Rental term indicates the date the equipment ships from Rockabye's premises or designated premises as indicated on the face of the Agreement as the 'Date Rented'. The date Equipment should arrive back at Rockabye premises or designated location is indicated on the face of the Agreement as the date 'Due Back'. The terms of this Agreement can be extended for one or more successive renewal terms equal to the initial term, unless Customer provides Rockabye with written notice at least five (5) days prior to the end of the term or any renewal term that Customer is discontinuing rental of the Equipment.

6. **EQUIPMENT RETURN:** Customer acknowledges that it is solely the Customer's responsibility to return the Equipment to Rockabye or designated location. If the Equipment is not returned by the Customer by the date due back as indicated on the face of the Agreement, rental charges will continue to accrue as the Agreement will be extended for one or more successive renewal terms equal to the initial term. Equipment must be returned to Rockabye in good working condition. It is the responsibility of Customer to obtain a return receipt from Rockabye upon pick up and such receipt must be kept by customer as a proof of return of rented equipment. Equipment is subject to inspection upon return to Rockabye or to Rockabye's designated location.

7. **CANCELLATION:** All cancellations of confirmed orders are charged a \$20 processing/restocking fee. Orders cancelled within 5-Days of Delivery Date will be charged 50% of the Order Total; Orders cancelled inside 2-Days of Delivery are non-refundable. No refunds are provided for (A) equipment cancelled on-site or refused on-site; (B) If a customer or customer's designated party "No Shows" for a Self Pickup; or (C) for early termination of the rental. No refunds for equipment purchased specifically to accommodate a customer's order or transferred from other Rockabye locations to accommodate a customer's order, only delivery fees and cost of items that were available in stock at the time of confirmation are refundable in this situation.

8. **USE/MAINTENANCE/SERVICE:** The Equipment shall be operated in a careful and proper manner by competent persons and only in accordance with the manufacturer's operating instructions. Customer shall not disassemble, modify, alter, attempt to repair, or change the Equipment in any manner. Rockabye agrees that it shall maintain, repair or replace any of the Equipment that fails to operate properly through no fault of Customer. Customer shall notify Rockabye immediately of any operating problems with Equipment and request instructions before taking any remedial action or returning it to Rockabye. Credits for operating problems with Equipment will only be considered if problems are immediately indicated and documented with Rockabye support staff. In the event that Rockabye determines that the need for maintenance or repair is caused by damage to the Equipment as a result of Customer's misuse, or improper use of the Equipment, or as a result of repair or service by a party other than Rockabye or its designee, Customer shall pay Rockabye for any repair or replacement parts and for Rockabye's hourly service charges and pay Rockabye for any repair or replacement parts and for Rockabye's hourly service charges and minimum fee for making the repair.

9. **PAYMENT:** PAYMENT IS DUE IN ADVANCE, orders without payment are unconfirmed and not reserved. Equipment availability is only guaranteed for confirmed and paid orders. Customer agrees to pay Rockabye the rental payments as specified in this Agreement and to pay all applicable federal, state or local taxes in connection with the rental or use of the Equipment. A credit card is required to remain on file through the rental and will be charged for any additions, changes, damages, etc. Rockabye does not offer open accounts, payment plans or financing.

Changes, upgrades, additions and rental extensions incur additional rental fees, and are in no way offered at no charge. The credit card on file will be processed for all additional fees associated with the rental, including but not limited to upgrades, additions, rental extensions, cleaning fees (if assessed), damages and failure to return rented items. In the event payment is not received by Rockabye, the order will be cancelled as equipment is rented to other customers or 24-hours prior to the delivery date, whichever comes first. Additional fees, if not paid within 24-hours, will be considered theft of services and subject legal action in addition to terminating any services with Rockabye Baby Rentals.

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Rockabye Accepts payment via the following methods:

- Visa, MasterCard, Discover, American Express by telephone. Card Number, Expiration, CVV and Billing Zip Code required.
- Square Electronic Invoice - Square accepts all major credit cards. Request a Square Invoice from your Rockabye Representative.
- PayPal - Rockabye accepts instant payments in our shopping cart via PayPal. Additionally, we can email PayPal Invoices. Customers are not required to have a PayPal Account to pay via PayPal Invoice. PayPal accepts major credit cards, foreign payments and will accept customer checks. PayPal is the most versatile of payment options for our foreign visitors and those preferring to pay by check.

10. LOCATION: Customer agrees not to remove the Equipment from the installation Location or other site where the equipment is located without Rockabye Baby Rentals' express prior written consent. Rockabye shall have the right to inspect the Equipment at the Installation Location at any time during normal business hours.

11. ACCESSORIES: All non-consumable accessories, including but not limited to devices, boxes, fiber cases, canvas bags, corrugated boxes, manuals, power cords and accessories provided with the Equipment, whether or not specified herein, shall be deemed to be a part of the Equipment and shall be returned to Rockabye with the Equipment.

12. WARRANTY/DISCLAIMER: Customer acknowledges and agrees that Rockabye is neither the manufacturer or nor an agent of the manufacturer of the equipment, and that Rockabye makes no warranties, express or implied, of any kind with respect to the equipment including but not limited to any warranty of merchantability of the equipment or its fitness for any particular purpose, or its design or condition, or its quality, capacity or workmanship. Customer rents the equipment as is with all its faults. It is agreed that Rockabye shall not be liable to customer for, and customer releases Rockabye from damages from any cause whatsoever, including but not limited to equipment malfunction, inoperability or customer's failure to properly operate the equipment. Rockabye expressly disclaims any liability for incidental or consequential damages. Customer agrees to look solely to the manufacturer of the equipment for any claim arising from any defect, breach of warranty or inability to use the equipment for any reason.

13. INDEMNIFICATION: Customer hereby indemnifies and holds harmless Rockabye, its officers, directors, agents and employees, from and against any and all loss, liability and expenses, including attorney's fees and expenses, for property damage or personal injury, including death, arising out of or in connection with the use or operation of the Equipment.

14. LEGAL FEES, EXPENSES, ETC.: All legal expenses incurred will be borne by Customer, in the event that Rockabye takes legal action against Customer to enforce any of Rockabye 's rights under this Agreement, including without limitation (i) any of Rockabye rights to receive rentals, indemnification, reimbursement, costs of collection of any other sum provided for herein or (ii) any of Rockabye 's rights to expenses incurred by Rockabye , directly or indirectly in connection with such legal action, including, without limitation, attorney's and expert fees.

15. CREDIT CARD FOR PAYMENT: This provision applies for Customer's making rental payments via credit card. Please review Section 9. of these Terms & Conditions for additional payment information. Customer will be charged for the rental of equipment for the rental period stated in the Agreement. Your signature on the Agreement and or Delivery Ticket is verification that the credit card provided is valid and you are authorized to use this credit card. The same credit card will be charged for the cost of any equipment lost, stolen, or damaged. If the rental contract is extended beyond the term stated, all extensions will also be charged on the credit card provided with this Agreement. If changes are made to an Quote/Invoice/Order increasing the original total, customer agrees to pay all additional fees associated with changes.

16. CREDIT CARD ON HOLD: Customer's Credit Card given to Rockabye Baby Rentals to hold for security will be held on file through the rental of all equipment. Customer will be charged for the rental with credit card on hold if payment is not made by terms set upon within Agreement. Your signature or Your Designated Agent signature on the Delivery Ticket is verification that the credit card for hold provided with the Agreement is valid and you are authorized to use this credit card. This agreement also verifies that you will be charged on this credit card unless otherwise agreed upon in writing for the cost for any equipment lost, stolen, or damaged.

17. OBJECTIONS: If Customer objects to the suitability of any Equipment or its acceptability for any purpose under this Agreement, Customer shall notify Rockabye immediately by phone of Customer's specific objections upon receipt of the equipment and allow Rockabye the opportunity to provide a suitable replacement. Customer will either (A) be offered a replacement if available, or (B) Rockabye will pickup the item and offer a refund equal to the equipment rental and applicable tax. If a customer chooses to retain possession of equipment for the rental period then no refund will be provided.

## IMPORTANT NOTES:

A. We make every effort to arrive on time, however due to unpredictable traffic situations and unexpected delays, we do not guarantee exact delivery times. Allow a 2-hour window for Delivery and Pickup.

B. We sell out of popular items during Holidays and Special Events. We encourage booking early to reserve equipment during these times. Equipment is rented on a First Come - First Served basis. Orders are NOT reserved until we have received approval and payment information. A delivery fee applies each time we deliver to a location. It is best to have 2 separate orders when you have 2 separate delivery dates.

C. Rockabye provides normal consumer-grade baby equipment, in most instances. Our equipment is highly maintained and safety

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inspected after each rental. However, we do not provide specialty designer brands, "professional" or "institutional" equipment. If you are looking to supply beds for a nursery school or other such institution for month-to-month or rent-to-own, we cannot assist you. If you are looking for specialized carseats for special needs, premature or children undergoing hospital procedures; we do not carry these items please contact a medical supply company. If you are an avid or professional runner/jogger looking for a high-end professional jogging stroller, please check with local bicycle shops to see if they can accommodate your need. Equipment is intended for those expecting out-of-town guests and for traveling families needing short term rental of equipment for their children while away from home.

D. We do not guarantee specific makes, models, colors or styles.

E. Objections received following the rental period are not subject to refund.

F. Refunds are not provided for any item due to the child's inability to sleep, eat, or lack of interest.

G. Rockabye reserves the right to refuse service at our discretion.

18. **DEFAULT:** In the event that the Customer fails to comply with any of the provisions of this Agreement, including, without limitation making timely payments of sums due hereunder to Rockabye, then (i) Customer shall be deemed to be in default hereunder, and Rockabye at its option may declare this Agreement to be terminated, (ii) Rockabye or its agents may repossess and remove the Equipment, and (iii) Rockabye may pursue any other remedy it may have against Customer. If any of the Equipment is removed from the installation location or other site where equipment is located, Customer hereby agrees to pay Rockabye as liquidated damages the full amount of the retail value of such Equipment. In addition to the foregoing, Customer hereby agrees to pay (i) all bank and other charges resulting from a check of Customer being returned for insufficient or uncollectible funds, (ii) all of Rockabye's costs of collection from Customer, (iii) a late charge of 1-2/3% per month of any delinquent amount, and (iv) any difference between (a) the actual rental provided herein for the term of the Agreement and (b) the rental that would have been charged by Rockabye had the rental payments been calculated on the basis of a term that commenced on the date of this Agreement and ended on the date of the Customer's default.

19. **GENERAL:** Rockabye shall not be responsible for failure to fulfill its obligations under this Agreement due to causes or circumstances beyond its control. In the event of any liability for Rockabye Baby Rentals, such liability shall be limited solely to the rental charge of the Equipment. Rockabye shall not be liable for any consequential damages in the event of a default by Rockabye. Customer agrees that it may not and shall not offset against sums due to Rockabye for any existing or future claims that Customer may assert against Rockabye. Rockabye reserves the right to refuse service at its discretion. This Agreement constitutes the entire Agreement and understanding between the parties and may not be altered, modified, or amended except in writing as signed by an authorized official to Rockabye. This Agreement shall be governed by and construed under the laws of the State of Texas.

20. **Payments:** All payments will be processed by Rockabye Baby Rentals, LLC. Payments are due in full prior to the rental start. Reversal of payment following a rental will be considered theft of services and will be reported to the appropriate agencies, associations and industry affiliates. **By approving the order for confirmation and providing payment information, you acknowledge that you have fully read, understand, and Agree to these Terms and Conditions in their entirety.**

- Shipping & Delivery
- At this time, Rockabye Baby Equipment Rentals only offers direct delivery to cities within its service locations. Items are not available for shipping to areas outside our service locations. Upon delivery, the risk of damage and loss for all merchandise ordered on this Web site pass to you. Items returned damaged or in un-rentable condition and items not returned will be billed at full replacement value in addition to all rent, delivery fees and taxes incurred. \*\*\*We make every effort to arrive on time, however due to unpredictable traffic situations and possible delays, we do not guarantee exact delivery times. Allow a 2-hour window for Delivery and Pickup.\*\*\*
- Sales Tax
- Rockabye Baby Equipment Rentals charges sales and use tax for merchandise ordered on this Web site based on the applicable state tax rates and the location to which the order is being delivered.

Non-Profit and Tax Exempt parties, must provide via emailed PDF, a signed copy of a Tax Exempt Certificate. In the instance of a discount for services or "coupon code"; only one (1) discount is permitted per order. You may not use a Tax Exempt Code and another Discount Code in the same order.

- Store Hours
- Business Office hours are 9AM to 5PM (CST), Monday through Friday. Rockabye's telephones and email are monitored 24-hours a day. If you need rental equipment on short notice, please provide us with all the information to respond to your request quickly including the dates of your rental need, location you require delivery to including city, items you need, telephone number and email address.

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- Miscellaneous

- VOID WHERE PROHIBITED:

Although the information on this Web site is accessible worldwide, not all products or services discussed in this Web site are available to all persons or in all geographic locations or jurisdictions. Rockabye Baby Equipment Rentals reserve the right to limit the provision of their products or services to any person, geographic area, or jurisdiction they so desire and to limit the quantities of any products or services that they provide. Products are provided based on availability and are on a First Come/First Served basis. Any offer for any product or service made in the materials on this Web site is void where prohibited.

**GOVERNING LAW:** In the event of litigation both parties agree that the Law of the State of Texas shall apply and both parties shall consent to the jurisdiction of said State's courts, or in the event of diversity of citizenship, the United States District Court for the (District). Both parties expressly waive a trial by jury.

**MISCELLANEOUS:** The Terms and Conditions constitute the entire agreement between you and Rockabye Baby Equipment Rentals with respect to this Web site. The Terms and Conditions supercede all prior or contemporaneous communications and proposals, whether electronic, oral or written between you and Rockabye Baby Equipment Rentals with respect to this Web site. No modification of the Terms and Conditions shall be effective unless it is authorized in writing by Rockabye Baby Equipment Rentals. If any provision of the Terms and Conditions is found to be contrary to law, then such provision(s) shall be constructed in a manner to closely reflect, as much as possible, the intentions of the parties, with the other provisions remaining in full force and effect.