



# Destination Baby Co. | Master Services Agreement & Terms of Use

**Last Updated:** January 2026

## 1. Cancellation & "Trip Protection" Policy

- **1.1 Standard Cancellation Policy:** To maintain our strict inventory schedule, all orders are strictly **non-refundable** within **ten (10) calendar days** of the scheduled delivery date. Orders canceled outside of this 10-day window are subject to a \$20 administrative processing fee.
- **1.2 48-Hour Booking Grace Period:** Any reservation canceled within **48 hours of the initial booking** is eligible for a 100% refund, provided the scheduled delivery is at least 72 hours away.
- **1.3 Automatic Trip Protection:** For your convenience and protection against travel uncertainty, an **8%** "Trip Protection" surcharge is automatically included in all quotes.
- **1.4 Protection Benefits:** Customers who retain Trip Protection may cancel for any reason up until **24 hours** before the scheduled delivery window for a **100% refund** of all rental fees.
- **1.5 Opting Out:** This protection is optional. To decline coverage and have the fee removed, you must reply to your quote or contact us via email within 24 hours of booking. **By opting out, you acknowledge that Section 1.1 applies and your order is strictly non-refundable within the 10-day window, regardless of illness, weather, or travel changes.**

## 2. Equipment Condition & Used Gear Disclaimer

- **2.1 "As-Is" Provision:** Renter acknowledges that the equipment is rented in "used" condition and may exhibit signs of normal wear and tear. All equipment is provided **"AS IS"** and **"WITH ALL FAULTS."**
- **2.2 No Warranty:** Destination Baby Co. is not the manufacturer or original supplier. We expressly disclaim all warranties, either express or implied, including the implied warranties of **merchantability** and **fitness for a particular purpose**.
- **2.3 Mandatory Duty to Inspect:** Renter has a strict duty to fully inspect all equipment within **two (2) hours of receipt**. Any safety concerns, missing parts, or functional defects must be reported via text or email within this strict 2-hour window.
- **2.4 Conclusive Acceptance:** Failure to report issues within two (2) hours constitutes an **irrevocable acceptance** of the equipment's condition and safety for its intended use.



### 3. Absolute Liability Release & Indemnity

- **3.1 Assumption of Risk:** Renter voluntarily assumes all risks of physical injury, death, or property damage arising from the use, operation, or transportation of the equipment.
- **3.2 Release of Claims:** Renter releases and holds harmless Destination Baby Co., its owners, and employees from any and all liability, including claims arising from ordinary negligence.
- **3.3 Indemnification:** Renter agrees to defend and indemnify Destination Baby Co. against any third-party claims (including claims from hotels, property managers, or guests) arising from the Renter's use or possession of the equipment.
- **3.4 Liability Cap:** To the maximum extent permitted by law, Destination Baby Co.'s total liability for any claim arising from this agreement shall not exceed the total amount paid for the service.

### 4. Cleaning Services (Customer-Owned Gear)

- **4.1 Flame Retardant Risk:** Renter acknowledges that deep cleaning processes may result in the removal of the equipment's flame retardant chemicals applied by the manufacturer. Renter accepts this risk and holds Destination Baby Co. harmless for any resulting loss of fire retardancy.
- **4.2 Re-Assembly Responsibility:** While Destination Baby Co. may disassemble items for cleaning, it is the **Renter's sole responsibility** to verify the correct re-assembly and re-installation of any personally owned equipment before use.
- **4.3 Abandoned Items:** Any personal gear left with us for cleaning that remains unclaimed for more than **14 days** after service completion may be subject to storage fees or disposal.

### 5. Car Seat Strict Policy

- **5.1 No Installation:** Destination Baby Co. **strictly prohibits** its staff from installing, assisting with, or inspecting the installation of any car seat. Renter assumes 100% of the risk for the safe installation and restraint of their child.
- **5.2 Accident Reporting:** If a rented car seat is in a vehicle involved in **any** collision (regardless of severity or if the child was present), Renter must notify Destination Baby Co. immediately.
- **5.3 Prohibited Cleaning:** Renter shall never use bleach, Lysol, vinegar, or steam on car seat straps, as these methods may compromise the material integrity.

### 6. Safe Sleep & Proper Usage

- **6.1 Prohibited Bedding:** Renter agrees **strictly** not to add loose bedding, pillows, bumpers, or soft toys into cribs or sleep surfaces, in compliance with AAP safe sleep guidelines.



- **6.2 Manufacturer Compliance:** Renter agrees to use equipment only as directed by the manufacturer's instructions and in compliance with all applicable Child Passenger Safety Laws.
- **6.3 Prohibited Substances:** Smoking near the equipment is strictly prohibited. Renter may not allow food or beverages in any equipment other than high chairs or booster chairs.

## 7. Recovery, Theft, & Loss

- **7.1 Theft Reporting:** In the event of theft, Renter must provide a formal police report to Destination Baby Co. within **two (2) hours** of discovery.
- **7.2 Property Access:** Renter is responsible for ensuring Destination Baby Co. has physical access to gated communities, rental properties, or hotel bell desks at the scheduled pickup time.
- **7.3 Failure to Return:** Items not returned within **24 hours** of the reservation end date will be considered stolen and charged to the credit card on file at the full fair market replacement value.
- **7.4 Unauthorized Relocation:** Equipment must remain at the specific delivery address provided. Moving equipment to an unauthorized location may result in a full replacement charge if the item is unattainable for pickup.

## 8. Website Use & Digital Terms

- **8.1 Intellectual Property:** All content on this website, including text, graphics, logos, and images, is the property of Destination Baby Co. and protected by copyright laws. You may not copy or "scrape" data for commercial use.
- **8.2 Prohibited Activities:** You agree not to use this website for any unlawful purpose, including posting false bookings or distributing malware. The use of bots or automated scrapers is strictly prohibited.
- **8.3 Digital Privacy:** By placing an order, you consent to receive transactional communications via email and text regarding your order. Your personal information is governed by our Privacy Policy.
- **8.4 Website Disclaimer:** Access to this website is provided on an "as-is" basis. We do not guarantee that the site will be error-free or uninterrupted.