

**The Baby Lady**  
Birth Services & Tub Rentals  
"Your Ultimate Birth Resource"  
253-709-0361

**BIRTH TUB CONTRACT**

**Lessee**

Name: \_\_\_\_\_ Due Date: \_\_\_\_\_ Tub Delivery Date: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Midwife Name/Phone: \_\_\_\_\_  
Recommended by: \_\_\_\_\_

**TUB RENTAL:**  \$250 AquaDoula Birth Tub # \_\_\_\_\_  \$200 LaBassine Birth Tub # \_\_\_\_\_  
(\$25 Discount for Doula Clients)

The following agreement represents an agreement between The Baby Lady, Michelle Rickard (lessor) and \_\_\_\_\_, lessee.

1. I do hereby acknowledge and agree that said Lessor would lease the water birth tub identified in this rental contract to me, the lessee.
2. Lessee understands that the Lessor recommends that experienced birth professionals attend all births.
3. Lessee understands that the rental price is based on a per birth basis of a period of approximately 3-6 weeks.
4. Lessee agrees to pay Lessor for the shipping and handling charges for receiving and returning the water birth tub if applicable.
5. Lessee acknowledges that this agreement is non-transferable.
6. Lessee acknowledges that the water birth tub rental is specifically limited to indoor use.
7. Lessee agrees to take full responsibility for the manner in and purpose for which said water birth tub is used.
8. Lessee agrees to return the water birth tub to Lessor undamaged following its use, as outlined in the instructions included with the water birth tub.
9. 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.
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.

I, the undersigned, have received, read, understand and agree to the terms outlined above, and to all precautionary measures as outlined on page 2 of this document.

\_\_\_\_\_  
Lessee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessor Signature

\_\_\_\_\_  
Date

Please mail this completed form with payment (made payable to The Baby Lady) to:

**The Baby Lady** 10102 232<sup>nd</sup> Ave E. Buckley, WA 98321 michelle@thebabylady.net 253-709-0361

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

### **PLEASE BE SURE TO FOLLOW THE FOLLOWING PRECAUTIONS!!!**

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

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.

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

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

YOU CAN ACCIDENTALLY DROWN WHILE USING THE AQUADOULA. CHILDREN MUST BE SUPERVISED AT ALL TIMES WITHIN TWENTY (20) FEET OF THE AQUADOULA. Never leave children unattended without adult supervision in the vicinity of the filled tub.

Enter and exit slowly. Do not use alone. Keep all breakable objects out of the area.

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

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.

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

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. UNPLUG the AquaDoula Heating System BEDORE draining the tub.

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.

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

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

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.

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.

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.

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.

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.

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