



Equipment Checkout Agreement

RENTAL AGREEMENT

I accept full responsibility for the care of the rental equipment checked out to my possession as well as any and all peripheral equipment associated with the use of the equipment. I agree to return all item(s) subject to this agreement to the equipment cage by agreed upon date and agree the item(s) will be in the same condition as received by me. I agree to reimburse the college for any damage to or loss of the equipment that is assessed by the JRB Department upon return of the rented equipment, including the replacement value of the equipment and such peripherals, if necessary, due to damage from use, vandalism and/or theft. I understand that I am responsible for any repairs of the equipment that become necessary during the period of my use and possession of it.

SERVICE CHARGE FOR LATE EQUIPMENT RETURN

I agree to pay the appropriate service charge established and assessed by the college in accordance with the policies and procedures of the State University of New York for the late return of all equipment subject to this agreement. I understand that such service charge is assessed at \$25 per day for each day the equipment rented out to me is past the due date of return. I further understand that I will be charged \$25 per day for late equipment return up to the value of the equipment in question.

I understand that my failure to return the equipment subject to this agreement by agreed upon date, and/or my return of damaged equipment or my failure to timely pay for the rental of the equipment subject to this agreement, and/or my failure to timely remit any applicable late fees, may, at the discretion of the college, subjects me to holds on my student account and subjects me to any penalties in connection thereto; and may further bar me from participating in any future rental and/or borrowing agreements with the college. **This hold may result in the denial of all SUNY Brockport services, including transcript and diploma release, and registration privileges for the current and/or future terms.** I further understand that my account may be forwarded to **an external collection agency** or the New York State Attorney General's Office to recover the amount owed plus interest, collection fees and other costs. Nothing in this paragraph precludes the college from seeking redress through established judicial process policy and procedure in appropriate cases.

My failure to pay this debt by the due date will result in the assessment of interest if my account is transferred to a collection agency or the NYS Attorney General's Office. Interest will be assessed from my presumed receipt of your first invoice, which is five (5) days after mailing, at the corporate underpayment rate minus 2% set by the Commissioner of Taxation and Finance. Interest will be compounded daily on the principle balance, which is set forth in this invoice. To avoid the assessment of interest or late fees, I agree that I should pay the amount requested in full by the due date. In addition, should I fail to pay this debt within ninety (90) days of my presumed receipt of my first invoice, a collection fee equal to 22% of the amount then due, including interest, may be added to the amount I owe.

I understand that I may contact the office listed on the form under the Department of Journalism, Broadcasting and Public Relations to obtain the date of first invoice.

EQUIPMENT DOCKING

I understand that failure to return equipment on time, will result in, in addition to late fees, a penalty called "docking". Docking helps ensure that equipment is returned promptly. This means that I will not be able to take out any equipment for any project or any class for the time that I am docked. I understand that docking works as follows:

For every day the equipment is late I will be docked one day for a maximum of 10 business days. All equipment from a transaction is due back at the next business day. I understand the normal rental period for equipment checkout is 24 hours. Since facilities are closed on Saturday and Sunday, equipment checked-out on Friday is not due back until Monday.

STATEMENT OF RIGHTS AND RESPONSIBILITIES

I understand that I have the responsibility of reporting to the college any damage or malfunctions that become obvious to me before the rental period. I understand that I have the right to have such defects duly noted by the college before my rental agreement goes into effect. I also understand that I have the responsibility to operate all equipment that is subject to this agreement in the ordinary manner in which it was intended and that I will not attempt usage of said equipment for professional or unlawful purposes. I further understand that it is my responsibility to safely secure the rental equipment that is subject to this agreement from damage or loss resulting from operation, vandalism and/or theft

ASSUMPTION of RISKS

I am aware that the operation of electrical equipment involves inherent risks, dangers and hazards including, but not limited to: mechanical failure; shortage and/or irregular electric current. I VOLUNTARILY AND KNOWINGLY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE RESPONSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the rental of the equipment, I hereby agree as follows:

To waive any and all future claims against SUNY Brockport or its designated representatives and to release the aforementioned from any and all liability for any loss damage, expense or injury, including death, that I may suffer resulting from or arising out of any aspect of my use of the equipment.

I have read and understood this agreement and I am aware that by signing this agreement, I am waiving certain legal rights which I or my heirs may have against the SUNY Brockport or its designated representatives.

Signature of Participant

Date

Print Name

Student Banner ID #: _____

Email Address: _____

Phone Number: _____