

College at Brockport

Audio Visual Equipment Rental Agreement and College Release of Liability

RENTAL AGREEMENT

I accept full responsibility for the care of the audio visual rental equipment checked out to my possession on the attached confirmation sheet, as well as any and all peripheral equipment associated with the use of said equipment. I agree to return all item(s) subject to this agreement to the College 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 or loss to the equipment that is assessed by the College upon return of the rented equipment, including the replacement value of the AV 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 said 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, subject me to holds on my student and/or employee account and subject 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 College at 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 Communication 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 between 1pm and 3pm. 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 a 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 the College at Brockport State University of New York or its designated representatives and assigns 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 or from the participation in the AV Equipment Rental Program.

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 College at Brockport or its designated representatives.

Signature of Participant

Date

Print Name

Student Banner ID #: _____

Email Address: _____

Campus Phone Number: _____

Permanent Phone Number: _____