



Gearbank Rental Contract

Rental Agreement:

1. All renters must have a valid form of identification (driver's license or passport).
2. All reservations must be paid in full at time of reservation.
3. Equipment is rented in "AS IS" condition and renter is responsible for inspecting the equipment prior to accepting it. Renter must check equipment to ensure it is in good working order and all the pieces are present. Renter must report and document any damages or issues they find with the equipment before departing the Gearbank.
4. The renter is responsible for the full replacement cost if gear is stolen or lost.
5. The renter is responsible for any additional costs if gear is returned damaged, dirty, wet, or after the return date/time. The amount will be determined by the District in its sole discretion and may be deducted from the damage deposit.
6. Equipment is due back on the date and time stated below. Late fees will be equal to the rate for an additional rental period – determined in one week blocks - for the equipment being rented and will continue to accrue for successive rental periods without limit until the equipment is returned.
7. A refundable damage deposit for each item – amount will vary depending on item's replacement cost - will be charged to the renter's household account. Once equipment passes return inspection –in working order, clean, dry, and returned on time - the deposit will be refunded.
8. The District reserves the right to pursue criminal and/or civil remedies if equipment is not returned.
9. The District reserves the right in its sole discretion to refuse to rent equipment to anyone.
10. All rentals are subject to the "Gearbank Refunds & Cancellations".

Gearbank Refunds & Cancellations

- Refunds will be in the form of a credit to renter's household account unless a check is requested.
- Rentals canceled by the District will receive a full refund.
- No refunds are provided for gear that is not picked up, or gear that is rented but not used.
- Cancellation requests made 7 days or more before the rental begin date will receive a full refund, minus a \$10 administrative fee
- Cancellation requests made less than 7 days before the rental begin date will not receive a refund unless a doctor's note is provided, in which event a refund will be granted but a \$10 administrative fee will be assessed.
- Cancellation requests made after the rental end date will not receive a refund even with a doctor's note.

I understand that my use of the rental equipment involves inherent risk, which could result in property damage, illness and/or bodily injury (up to and including death), and which includes risk of exposure to and infection by the novel coronavirus, COVID-19. I understand that exposure and infection can result from the actions and/or omissions of me, members of the public, and District employees, agents and contractors, and that infection could result in illness, bodily injury, permanent disability and/or death. Although the District has implemented preventive measures to reduce the spread of COVID-19, risk of exposure and infection cannot be eliminated entirely. In and for good and valuable consideration, I hereby (i) assume the risk and all responsibility for my health and safety when using the rental equipment; (ii) waive and forever release the District and its employees, agents and contractors from any and all claims (including those for illness and bodily injury) arising out of or relating in any way whatsoever to my use of the rental equipment, even though said claims may arise out of the negligence of the District and its employees, agents and contractors; (iii) limit the District's liability to the limits of the District's insurance policy if the foregoing waiver and release is adjudged to be unenforceable; (iv) agree to defend, indemnify and hold the District and its employees, agents and contractors harmless from and against any and all claims (including those for illness and bodily injury), damages, liabilities and expenses (including attorney fees) arising out of or relating in any whatsoever to my use of the rental equipment and/or my breach of this contract; and (v) agree to notify the District if before I take possession of the rental equipment or while I am using it, I test positive for COVID-19, have been exposed or potentially exposed to COVID-19, or am experiencing symptoms associated with COVID-19, including, without limitation, fever, shortness of breath, cough, and loss of taste or smell. This clause shall survive the termination of this contract and be fully applicable and enforceable thereafter.

I have read, understand, and agree to the above Rental Contract. I certify that I am 18 years of age or older and that if I am signing on behalf of an organization, I am authorized to sign on its behalf.

Print Name: _____ **Date:** _____

Signature: _____ **Email:** _____ **Phone:** _____

Rental begin date and time: _____ **Agreed upon rental return date and time:** _____

STAFF ONLY

- Add rental items into renter's household account. Charge for damage deposit.
- Attach copy of renter's driver's license or passport to this form.

Print Staff Name: _____ **Date:** _____

Rental customer Program participant BIMPRD Employee Other _____