

Little Rock Air Force Base Outdoor Recreation Equipment Agreement and Waiver of Liability

Reservations. Fees and charges for rental equipment are calculated according to times/dates documented. The total rental fee is due at the time of reservation and is non-refundable.

Equipment Rental Periods. ODR Winter hours of operation Check-out/check-in times are between the hours of 0900 - 1630 Monday, Tuesday Thursday, and Friday and Summer hours of operation 0730 - 1630 Monday, 0900 - 1630 Tuesday, Thursday, Friday, and Wednesdays 1200 - 1630 with the exception of large equipment items that require a specified time frame due to in-depth check-out procedures. Large equipment check-out/check-in ends at 1600 daily. Rental and loan equipment checked-in after the designated time frame will be subject to a late fee of the daily rate.

Cancellation Policy. Customer's must cancel a reservation at least 48 hours in advance for a refund. Cancellations less than 48 hours are subject to a one-time rescheduling of the rental item within 30 days of the original reservation date and forfeiture of a refund. No penalty will apply when the cancellation is due to emergency or mission requirement, as proven by an AF Form 988 Leave/Request Authorization or other official documentation.

Outdoor Recreation (ODR) reserves the right to cancel a reservation when it is determined existing or forecasted weather conditions could pose a safety issue or potential for damage to the equipment, in which case a full refund will be issued. An ODR representative will contact the customer regarding potential cancellations.

Refunds. A cancellation made more than 48 hours in advance of the scheduled pick-up time/date, or when the ODR representative determines the equipment is not suitable due to no fault of the customer, is subject to a refund of the paid amount.

A refund will not be furnished because the equipment was not used or turned in early. This includes non-use due to weather during the reservation time. For example: A bounce house is rented and the weather conditions change after the item is taken away from ODR and this results in an inability to use the item for the entire or part of the rental period. Customers are responsible for checking forecasted weather conditions.

Refunds will be paid in the method by which original payment was made. Cash refunds will be made available when the cashier has the funds available. Refunds in the form of a check may take up to 14 business days.

Equipment Pick-Up & Return. ODR is not responsible to load, unload or hook any trailered equipment. This includes, but is not limited to, canoes, kayaks, tables, chairs, bounce houses, ice chests and towable items such as grills, trailers, dunk tanks, boats, and campers.

Customers are responsible to ensure towable items are attached correctly and will assume responsibility for any damages or injuries to persons or property while loading, towing, or unloading equipment.

Assistance may be requested from ODR staff when physical limitations prevent a customer from being able to complete the task. Customers remain responsible to ensure towable items are attached correctly and will assume responsibility for any damages or injuries to persons or property while loading or unloading equipment.

Customers should allow a minimum of 30 minutes for check-out and return inspections on items such as travel campers, bounce houses and boats. Inspections will be postponed when inclement weather poses a threat to customer and/or staff safety. If the equipment is found wet, unclean, or damaged. ODR will contact the customer to arrange for payment.

Trailered Items. All fees, fines, violations, damages, lawsuits, or any other related charges such as towing or



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transporting the item back to Little Rock AFB will be at the customer's expense.

Cleaning Fees. A <u>per-item</u> fee is charged to the renter for rental equipment not returned in a clean/dry and serviceable condition. \$200.00 for travel campers (an additional \$100.00 will be added to the cleaning fee for campers who do not empty and rinse the black water tanks of the travel campers prior to check-in, totaling \$300.00), \$100.00 for grills, bounce houses and boats. \$50.00 for all other items. Weather conditions are not applicable to waiving these fees. Customers are responsible to ensure time is allotted during the rental period to return equipment in a clean and serviceable condition.

Repair/Replacement Fees. A per-item fee is charged to the renter for equipment returned in a damaged or destroyed condition. The fee includes labor and shipping for any damaged, lost, or stolen equipment. Equipment not returned within one week of the return date will be considered stolen. ODR will take legal action to recoup the cost of the equipment. This may include a DD 139, *Pay Adjustment Authorization*.

Late Fees. A per-item fee will be charged to the customer for rental equipment returned past the official return date/time. The fee is charged at the daily rate of each equipment item returned late. These fees are established to ensure a rental item is available for the next customer who has paid to check out the item; in addition to establishing adequate time for inspection, restocking and/or refueling of the item prior to the next rental time.

Abandonment. Equipment is considered abandoned when left outside of ODR during non-operating hours when a staff member is not present to ensure the items are properly secured. At a minimum, the renter will be charged a late fee at the daily rate for each item left unsecured. Repair/replacement fees will be charged to the renter for items left damaged, destroyed or are stolen while left unattended.

Safety and Operational Instructions. By signing this document, the customer acknowledges that a Little Rock Air Force Base ODR representative has provided adequate operational instructions on how to safely and properly utilize the equipment and understands the penalties that may be incurred for failure to abide by policies stated herein.

Waiver of Liability. By signing this document, the customer acknowledges that there are hazards associated with the use of the rental equipment, including but not limited to, physical and/or permanent bodily injury, death, or damage to property. The customer assumes all responsibility for injuries to persons and/or damage to property and releases and forever holds harmless the Little Rock Air Force Base ODR, United States Government and its officers, agents, servants and employees from any and all claims arising out of the customer's use or the customer's permission to use the rental equipment, either expressed or implied.

I, (print name)______, THE CUSTOMER, HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE TO BE BOUND BY THEM. I FURTHER WARRANT AND REPRESENT THAT I AM THE CUSTOMER AND I AM AUTHORIZED AND EMPOWERED TO ACCEPT THE DELIVERY OF THE REQUESTED RENTAL EQUIPMENT AND SIGN THIS AGREEMENT.

Customer Signature/Date

Customer Phone Number

Receipt #