



Backpacking Loan Closet Rental Agreement

BY CONSENTING TO THIS AGREEMENT, YOU WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY.

By renting equipment from Muscle Shoals National Heritage Area (MSNHA)/University of North Alabama(UNA), _____ (You), representing _____, agree to our terms and conditions in this rental agreement (Agreement).

Rental Period: You hereby rent from MSNHA/UNA the requested reserved equipment (Equipment) for the Rental Period requested on the Backpacking Loan Closet Reservation Form with no initial cost except for the refundable Security Deposit set forth in this Agreement.

Security Deposit: You agree to pay MSNHA/UNA a refundable Security Deposit of \$100 to rent Equipment. You agree that MSNHA/UNA may deduct any amount you owe from any deposit (whether identified as a 'Security Deposit' or otherwise) you have provided or will provide to us. The amount of such deposit is not a limit of your liability or responsibility for the Equipment. You will not be entitled to interest on the Security Deposit.

Credit Card Authorization: Subject to such limitations as may be set forth in applicable law, You irrevocably and unconditionally authorize MSNHA/UNA to immediately submit for payment all estimated charges coming due under this Agreement on the credit card You have provided, and You agree to indemnify, defend and hold harmless MSNHA/UNA with respect to the same.

Cancellation Policy: You must cancel at least 72 hours in advance of your reserved Rental Period. If you cancel within 72 hours of your Rental Period, You agree to forfeit your provided Security Deposit. MSNHA/UNA will review cancellation requests on a case-by-case basis, but reserves the right to retain any Security Deposit from reservations cancelled within 72 hours of the reserved Rental Period.

Late Fees: In addition to incurred fees under any other provision(s) of this contract, You agree to pay MSNHA/UNA, without reduction or setoff, rent for Equipment kept beyond the Rental Period at a rate of \$5 per backpack set per



day, including Saturdays and Sundays but excluding Holidays, until the Equipment is returned to and accepted by MSNHA/UNA. Any Equipment not returned within 7 days following Your Rental Period will be deemed lost and will be charged full Equipment replacement fees.

Loss or Damage: You are the insurer of the Equipment during the Rental Period. You bear all risk of loss, theft, damage or destruction to the Equipment, regardless of cause (ordinary wear and tear expected). If the Equipment is lost, stolen, damaged, or destroyed during the Rental Period, whether or not the same is Your fault, You will notify MSNHA/UNA immediately, and You will pay MSNHA/UNA the retail value of the parts and labor necessary to repair the Equipment if damaged, or its replacement cost, if lost, stolen, destroyed or damaged beyond MSNHA/UNA's reasonable ability to repair it; and in either case, all packing, shipping, handling, storage and other associated costs. Rent previously paid will not be applied to the above-referenced charges.

Ordinary Wear and Tear: "Ordinary Wear and Tear," meaning normal deterioration resulting from the proper and intended use of the Equipment in accordance with the terms of this Agreement, will not be considered damage. Damage which is not "Ordinary Wear and Tear" (and for which You will be solely responsible) includes without limitation, theft, mysterious disappearance, damage due to overloading or exceeding rated capacities, non-standard use, operation without proper supports and/or safety equipment, exposure to excessive dirt or moisture, improper use, abuse, neglect, accidents, and intentional damage.

Possession/Title: MSNHA/UNA owns the equipment, and title in and to all of it will remain with MSNHA/UNA at all times. You are entitled to use and possess the equipment for the Rental Period, subject to the terms of the Agreement. If you retain any of the equipment beyond the agreed Rental Period without MSNHA/UNA's express written consent, You will be deemed to have materially breached the Agreement.

Warranty Waiver: Equipment is provided "as-is" and "with all faults". We make no warranty, express or implied (including without limitation, any and all warranties of suitability, merchantability and/or fitness for any particular purpose), nor do we make any warranty against interference, infringement, that the equipment is fit for your intended use, application or environment, or that it is



free from defects (latent or patent). No warranties shall be deemed to exist with respect to the equipment.

Assumption of Risk: You acknowledge that the possession, use, transportation and/or storage of rented equipment may give rise to the risk of personal injury, loss of life, and/or property damage, whether known, unknown, or reasonably foreseeable. You voluntarily assume all such risk and release and discharge MSNHA, UNA, the UNA Board of Trustees, and all officials, administrators, employees, sponsors, and individuals (Us) from these organizations, and the equipment from any and all liens, liabilities, and claims arising in connection with the same, including without limitation, any and all claims arising from or in connection with negligence by Us, other than intentional misconduct.

Hold Harmless/Indemnity: You assume all risks associated with the possession, use, transportation, and storage of the Equipment. Accordingly, You hereby waive any and all liens and claims arising from or associated with, and agree to indemnify, defend, hold harmless, and fully discharge MSNHA, UNA and the UNA Board of Trustees, and all officials, administrators, employees, sponsors, and individuals from these organizations from and against, any and all liabilities, claims, damages, losses, costs and expenses, including without limitation, attorney's fees, claims for bodily injuries, death, property damage, loss of time, and/or inconvenience resulting from or arising in connection with such possession, use, transportation and/or storage, regardless of the cause and including any injuries and/or damages suffered by You, Your agents, and/or any third parties, whether caused by negligence or otherwise, except to the extent directly resulting from Our intentional misconduct.

Equipment Failure: In the event that Equipment fails, breaks, malfunctions, becomes unsafe, or is in need of maintenance or repair, You agree to immediately discontinue use, notify MSNHA/UNA, and if directed to do so, return the equipment.

Use of Equipment: The Equipment is authorized for use only by You and Your agents, each of whom must be skilled, experienced, trained and authorized in its operations. The Equipment is authorized for use only for its ordinary purpose.

Compliance with Laws: You agree to comply fully, at Your sole cost, with all laws and regulations applicable to the storage, use, and transportation of the Equipment. This Agreement and all claims arising out of or relating to this Agreement shall be governed exclusively by the laws of Alabama.



Care of Equipment: You must protect the Equipment against misuse, exposure to adverse conditions and any other abuse or neglect, ensure that it remains in good operating condition, and is returned to MSNHA/UNA at the end of the Rental Period in the condition required.

Return of Equipment: You acknowledge that You are responsible to arrange for return of Equipment to MSNHA/UNA. It is Your responsibility to contact MSNHA to confirm they will accept your Equipment and verify if any additional charges for renting equipment will be incurred by You.

You agree to ensure that, upon return to MSNHA/UNA, the Equipment will be clean, free of all regulated or hazardous substances, including without limitations, substances identified as "hazardous materials" under the Resource Conservation and Recovery Act, the Toxic Substances Control Act, and any other federal, state or local laws, rules and regulations purporting to deal with toxic or hazardous substances. Equipment will be rental-ready, and otherwise in substantially the same order condition and repair as when first rented. You agree to pay a reasonable charge for Equipment returned in any other condition. Any Equipment not returned within seven days following Your Rental Period will be deemed lost and in addition to Late Fees, You will be charged full Equipment replacement fees.

Integration: This Agreement represents the complete and final agreement between You and MSNHA/UNA and cannot be modified by oral agreement. There are no oral or other representations, warranties or agreements not included in this Contract. You acknowledge that this Agreement may be amended only in a writing signed by both You and MSNHA/UNA.

Warning regarding Criminal Conversion: The use of false or fictitious identification to obtain rental property, the failure to return rental property or the failure to pay for its use, is a crime and may result in criminal prosecution.



Miscellaneous:

The University of North Alabama is an entity of the State of Alabama. Accordingly, University does not have the authority to enter into agreements to waive, compromise, concede, surrender or relinquish the rights, privileges, immunities or remedies of the State of Alabama, nor agree to lesser or greater standards of care than would apply in the absence of a special provision; nor agree to modify any applicable statutes of limitations; nor agree to alter the commencement of a statute of limitation; nor agree to insure, indemnify or hold harmless; nor agree to waive subrogation rights; nor agree to shift the burden of proof; nor to agree not to enforce any of the rights, privileges, immunities or remedies as provided by law. University, as an entity of the State of Alabama, does not have the authority to enter into agreements which are contrary to any Federal laws, the Alabama Constitution, or Alabama Statutes, all as interpreted by the courts and the Alabama Attorney General. Any and all claims against the University are subject to a ruling from the Alabama Board of Adjustment. Nothing contained within this Agreement shall be interpreted in such a way that University acted contrary to or outside of its authority to act as an entity of the State of Alabama.

_____ (Initial) I accept full responsibility for the equipment listed on this form and agree to pay for any damage to the equipment and replace at full retail value if not returned within 7 days of the agreed Rental Period.

_____ (Initial) I understand and agree to all of the terms of this Agreement. I understand that I am giving up substantial rights (including my right to sue) and acknowledge that I am willingly signing this document. My signature on this document is intended to bind not only myself, but also the successors, heirs, representatives, administrators, and assigns of myself.



Renter's Name

Parent/Guardian Name (if under the age of 19)

Renter's Signature

Parent/Guardian Signature (if under the age of 19)

Renter's Organization

Date

Date