



# Patrick Space Force Base, Outdoor Recreation's Equipment Agreement and Waiver of Liability

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**Reservations.** Fees and charges for rental equipment are calculated according to times/dates documented. A deposit in the amount of 50% of the total rental fee is due at the time of reservation and is refundable only when the cancellation occurs more than 24 hours before scheduled pick up time.

Official check out time is the time requested by the renter (customer) and entered into the reservation system, not the time of physical pick up of the item(s). For example: The reservation time requested and entered into the reservation system is 1700 but the item is picked up at 1730. The official time of return remains 1700 and returning the item past this time will result in a late fee.

Items are available for pick up between the hours of 1000 and 1700. Items must be returned not later than 1700.

**Cancellation Policy.** Reservations for equipment are subject to forfeiture of the 50% rental deposit when the item(s) are not picked up at the agreed upon time or when the reservation is canceled less than 24 hours before the scheduled pick-up time. No penalty will apply when the cancellation is due to emergency situation 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 forecast weather conditions could pose a safety issue or potential for damage to the equipment, in which case a full refund will be issued.

**Refunds.** A cancellation made more than 24 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 prepaid 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, coolers 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, moon bounces 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. The customer may elect to return to the facility not more than 24 hours after the contact to clean the equipment. Failure to show in the allotted time will result in restricted use of rental items.



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**Trailerred Items.** Rental items cannot leave the State of Florida. Items found leaving the state will be considered stolen and be reported to the local authorities. All fees, fines, violations, damages, law suits, or any other related charges such as towing or transporting the item back to Patrick SFB will be at the customer's expense.

**Cleaning Fees.** A per-item fee is charged to the renter for rental equipment not returned in a clean/dry and serviceable condition. \$100.00 for travel campers. \$75.00 for grills, bounce houses and boats. \$25.00 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 which are stolen while left unattended.

**Safety and Operational Instructions.** By signing this document, the customer acknowledges that a Patrick Space 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 or permanent bodily injury, death, or damage to property. The customer shall assume all responsibility for injuries to persons and/or damages to property and shall release and forever hold harmless the Patrick Space 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.**

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Contact Phone Number

APPROVED BY 45 SW LEGAL OFFICE 18 JAN 2018 (V2)  
ALL OTHER EDITIONS OBSOLETE