

Equipment Rental Contract

Department of Campus Recreation

This Equipment Rental Contract (the "Agreement") was made and entered on 2/9/2023 and updated on 12/6/2024, by and between Pepperdine University, a California, non-profit, public benefit corporation ("Pepperdine Campus Recreation"), and Pepperdine students, faculty, and staff ("Renter").

Terms and Conditions

1. EQUIPMENT & RENTAL ELIGIBILITY – Pepperdine Campus Recreation hereby leases to the Renter sports equipment, which may include: Beach Volleyballs, Bocce Ball sets, Connect 4, Cornhole sets, Croquet sets, Disc Golf discs, Dodgeball sets, Field Cones, Flag Football Flag sets, Footballs, Frisbees, Jenga sets, Kan Jam, Kickball sets, Outdoor Basketballs, Pickleball Balls, Pickleball Paddles, Soccer Balls, Spikeball sets, Tennis Balls, Tennis Rackets, Teqballs (the "Sports Equipment"). Additionally, Pepperdine Campus Recreation hereby leases to the Renter outdoor equipment, which may include: Tents, Sleeping Bags and Liners, Sleeping Pads, Coolers, and Backpacks (the "Outdoor Equipment"). All Sports Equipment and Outdoor Equipment (the "Equipment") are available to rent by any current student, faculty, or staff possessing a valid Pepperdine ID card.
2. COLLATERAL/DEPOSIT - Prior to taking possession of the Equipment, Renter agrees to pay a refundable amount of \$1.00 so as to provide to Pepperdine Campus Recreation, in trust, a valid credit card or debit card number as collateral. This collateral will only be used to cover any late fees incurred, as provided in Section 3 of this Agreement, in addition to lost, stolen, or unrepairable Equipment, and damages caused by Renter to the Equipment during the rental duration. If the Equipment is repairable, damages will be assessed based on the repair cost. If the Equipment is lost, stolen, or unrepairable, the Renter will be charged the full replacement cost of the Equipment. Campus Recreation staff will determine, in its sole discretion, the amount of these charges following the Renter's return of the Equipment.
3. RENTAL DURATION PERIOD & LATE FEES – Sports Equipment may not be rented for a period longer than four (4) days, starting on the date the Sports Equipment was checked out. Outdoor Equipment may not be rented for a period longer than ten (10) days, starting on the date the Outdoor Equipment was checked out. Renter must return all Equipment to the Howard A. White Center (the "HAWC") front desk staff prior to the HAWC's posted closing time on the due date. Please refer to the [facility operating hours schedule](#) for the HAWC. Late fees will be assessed starting at \$10 per day for Sports Equipment and \$20 per day for Outdoor Equipment. Equipment more than ten (10) days overdue will be considered lost or stolen, and the Renter will be charged the full replacement cost of the Equipment. Late fees and excess rental charges will not be waived.
4. RESERVED EQUIPMENT NOT PICKED UP – Reserved Equipment must be picked up on the date specified, during hours of operation. If the reserved Equipment is not picked up by the posted closing time on the date specified, the reservation will be considered a cancellation and the Equipment will be made available to others on the following day.
5. RETURNS – Renter is responsible for the Equipment checked out and its return in proper condition in accordance with the Equipment Care Instructions attached hereto. Equipment must be returned clean, dry, and in good condition, or a cleaning/damage fee will be assessed at \$20 per item. The Renter must check the

Equipment thoroughly, and declare any prior damage of the Equipment upon rental pick-up and return.

6. INDEMNITY – Renter agrees to indemnify and hold Pepperdine University, its subsidiaries, affiliates, Board of Regents, and respective officers, agents, partners and employees, harmless from any loss, liability, demand, claim or legal proceedings brought or threatened, including expenses suffered or incurred arising out of Renter's use of the Equipment, the functionality of the Equipment, or any violation of this Agreement.

7. GENERAL LIABILITY RELEASE – RENTER RECOGNIZES AND ASSUMES ALL RISKS INHERENT IN THE USE OF RENTED RECREATIONAL EQUIPMENT, INCLUDING BUT NOT LIMITED TO BODILY INJURY, SUCH AS BROKEN BONES, SPRAINED JOINTS, CUTS, ABRASIONS, EYE AND HEAD INJURIES, DEATH, AND DAMAGE TO PROPERTY. TO THE FULLEST EXTENT ALLOWED BY LAW, RENTER RELEASES AND AGREES TO INDEMNIFY PEPPERDINE UNIVERSITY, ITS BOARD OF REGENTS, EMPLOYEES, AND AGENTS FROM ANY AND ALL LIABILITY, CLAIMS AND ACTIONS THAT MAY ARISE FROM INJURY OR HARM TO RENTER OR THIRD PARTIES, INCLUDING DAMAGE TO PROPERTY, BODILY INJURY, AND DEATH IN CONNECTION WITH THE USE OF RENTED RECREATIONAL EQUIPMENT. RENTER UNDERSTANDS THAT RENTAL OF ANY EQUIPMENT IS VOLUNTARY AND IS NOT REQUIRED IN ANY WAY BY PEPPERDINE UNIVERSITY.

8. SEVERABILITY - In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be amended to reflect, to the greatest extent permitted under applicable law, the original intent of the parties, and the remainder of the provisions shall remain in full force and effect.

RENTAL EQUIPMENT AVAILABILITY DISCLAIMER - All Equipment is subject to availability, which may be affected by other Renters and their ability to follow appropriate check-in and check-out procedures and return Equipment in a timely fashion. Campus Recreation is not responsible for the unavailability of Equipment in the event the procedures stated in this Agreement are not followed by other Renters.

Equipment Care Instructions

TENTS:

- Take care if setting up in a windy area. If the tent starts to bend, the poles will break and it would be best to take the tent down.
- ***Do not keep any food inside of the tent.*** The critters WILL smell it and try to get in! Keeping food outside of the tent will prevent critters from biting holes in the walls.
- DO NOT ever cook inside a tent!
- Keep tents at least 15 feet away from any campfire.
- Please shake out all debris from the inside of the tent after use. If there is any mud, please wipe it out as best possible.
- Tents are numbered along with their bag -- ***please put away all items in the original bag.*** (easy way to remember is to stash the tent bag in a pocket in the tent, that way it stays with the tent until take-down).
- If the tent or fly is wet, please air dry, wipe it down, whatever you can to dry them out.
- Ensure that each tent is packed away with the items it comes with.
 - 4-Person Tent: tent, fly, 3 tent poles (2 Green, 1 Silver), tent pole bag, 9 copper tent stakes, tent stake bag, yellow tie-down string.
 - 6-Person Tent: tent, fly, 4 tent poles (2 Green, 2 Silver), tent pole bag, 10 copper tent stakes, tent stake bag, yellow tie-down string.

SLEEPING BAGS & LINERS:

- ***All sleeping bags come with a complimentary liner, and you are required*** to use the sleeping bag liner to ensure cleanliness. Helpful tip: get in your liner before getting in your sleeping bag!
- All sleeping bags and liners come with a stuff sack. Do not lose these, and re-pack them accordingly.
- Please keep sleeping bags in the tents at all times -- do not hang out in them by the campfires or other places. Keep them as clean as possible.

SLEEPING PADS:

- Please keep sleeping pads inside the tents.
- Wipe down after use if they are dirty.

COOLERS:

- After use of a cooler, wash it out with hot, soapy water, and air dry.

BACKPACKS:

- All backpacks should be completely empty of any items and food upon return.
- Please shake out and wipe down the inside of the backpack, including its compartments, for any dust, dirt, and debris.
- Be gentle when securing and tightening any straps on the backpacks.
- Do not over-stuff the backpack, which could cause rips and tears in the fabric and zippers.

Beach Volleyballs, Dodgeballs, Footballs, Outdoor Basketballs, Pickleball Balls, Pickleball Paddles, Soccer Balls, Tennis Balls, Tennis Rackets, and Teqballs:

- Wipe down after use if they are dirty.

Bocce Ball sets, Cornhole sets, Flag Football Flags, Jenga sets, Kan Jam, Kickball sets and Spikeball sets:

- Wipe down after use if they are dirty.
- Empty any carrying bags/bins of dirt, sand, grass, etc.
- Ensure all Equipment pieces are neatly and properly placed back in the Equipment's carrying bag or bin

RENTAL PERMISSION DISCLAIMER - failure, by the Renter, to comply with any of the stated terms and conditions in this Agreement may result in the loss of privilege with the Equipment Rental program. Such decisions are to be made by Campus Recreation Staff.

I have read and understand the Equipment Rental Contract and the attached Equipment Care Instructions and agree to all of the terms and conditions listed above.

Renter's Signature: _____

Date: _____