

This agreement is entered into between the Texas Tech Residence Halls Association (RHA), and _____, hereinafter shall be referred to as "RENTER," for the rental of equipment.

This agreement is an understanding of the RENTER'S responsibilities when using the equipment provided by RHA. The RENTER agrees to abide by the following:

- The equipment rental agreement must be filed at least 24 hours prior to pick-up.
- The RENTER shall represent one of the following organizations:
 - CA/PA/SA Staff, Professional Staff – as defined per complex
 - NRHH, RHA Exec, Complex Council – as defined per organization
 - Resident – as defined per individual
- Violations of this contract shall result in punishment not only affecting the RENTER but the organization in which the RENTER represents as well.
- Equipment will be inspected by RHA personnel prior to rental.
- Equipment should be returned in the condition in which it was received. If our staff must spend extra time cleaning the equipment, the RENTER will be held accountable for reimbursement of cleaning supplies and efforts.
- If the equipment is damaged and/or lost due to negligence on the part of the RENTER and/or their assistants and/or participants, the RENTER will be responsible for any repair work or replacement of any part(s).
- If the equipment is not returned on or by the agreed upon due date, the RENTER and the organization they represent will be denied future RHA resources for six (6) months. The RENTER and a representative from their organization may appeal the six (6) month probation at the sixty (60) day appeal mark.
- Should the RENTER be contacted by RHA in reference to the equipment rental process, the RENTER has 24 hours to respond. Failure to respond will result in loss of privileges for three (3) months. The RENTER is responsible for making sure that their contact information is valid and correct. The RENTER and a representative from their organization may appeal the three (3) month probation at the thirty (30) day appeal mark.
- If the equipment is not returned after the appeal mark has expired, the RENTER will be charged for the equipment's retail price at the time of the rental. Once the equipment has been replaced, the RENTER loses the option to return the original item.
- The RENTER on this agreement is responsible for knowing how the equipment works prior to use. If there are any questions about the equipment, please call RHA at 742-2651 or email at rha@ttu.edu for further information or a demonstration.
- Equipment must be picked up and returned to RHA by the RENTER. If the RENTER is not able to pick up or return the equipment in person at the agreed upon time, please contact RHA with the name of the person who will be handling the equipment instead.
- If the equipment has already been requested by another group for the same time requested by the RENTER and before the Availability Status has been updated, RHA reserves the right to give the equipment to the other group.

Violation Procedures

- Punishment of the first violation will be levied upon the RENTER as an individual representing their organization.
- Punishment of the second violation will be levied upon the RENTER as well as the organization they represent.
- Punishment of the third violation will result in NO appeals process and will automatically invoke the longest probationary period applicable for that violation.

Appeal Process

RHA will notify the RENTER and their organization's Advisor(s) by email within one week of the violation. The RENTER and a representative from their organization must be present at the first RHA Exec meeting immediately following their violation's **appeal mark** to present their case. After which, the RHA Exec Board will discuss the case and an email detailing their decision will be sent to the RENTER and the Advisor(s) within 24 hours of the meeting.

Probation Period

- The appeal mark is determined by the date of agreed upon return regardless of violation. If the RENTER and their organization's appeal is denied, the appeal mark counts towards the probation period.
- Excluding halls offering 12 month contracts, winter break and summer break are not counted towards the probationary period beginning on Individual Study Day and ending on the first day of class.
- If the violation occurs and the probationary period has not been completed by the end of the school year the probation will continue for the individual(s) in violation and not for the organization upon which they represent.
- If an individual carries an infraction over to the following academic year, their infraction will not be applied to the organization they represent in any way.

By checking the Terms & Conditions box in the Equipment Rental Form, the RENTER confirms that the RENTER has carefully read and understands the above agreement.