

TROOP 211 CANOE RENTAL AGREEMENTS
TERMS & CONDITIONS
REV. 06/2015

1. **RENT:** By signing below, you agree to pay Troop 211 the rent specified on the face of this contract. If you fail to return any of the equipment (lifejackets, paddles, locks, keys, etc.), additional charges may be added. In additions to the amount per unit, lessee will also pay a \$10 **refundable** down payment. This will cover any minor damages or cleaning not fixed/done by the lessee. This payment will be refunded upon inspection of the units and returned to the lessee by mail.
2. **POSSESSION/TITLE:** Troop 211 owns and maintains the equipment. The lessee is entitled to use and possess the equipment for the rental period.
3. **WARRANTY WAIVER:** The equipment is provided "As-Is". No warranties shall be deemed to exist with respect to the equipment, except as expressly set forth in this contract. Troop 211 will not be responsible for any liabilities, claims, injuries, losses, costs, or damages arising from or associated with the use or any failure of, or any unknown defect in or with respect to, any of the equipment. The lessee of this contract is responsible for everything described previously here in part 3 of this contract.
4. **HOLD HARMLESS/INDEMNITY:** Lessee does assume all risk associated with the possession, use, and transportation of the equipment. Lessee hereby waives any and all liens and claims arising from or associated with, and agree to indemnify, defend and hold harmless Troop 211 and it's members, Doornink-Brunsting Post #199 and it's members, War Eagle District, Mid-America Council, and the Boy Scouts of America from and against, any and all liabilities, claims, damages, losses, cost, and/or expenses (including, but not limited to, attorney's fees, claims for bodily injury(ies) [including death], property damage, loss of time and/or inconvenience) resulting from or arising in connection with such possession, use, and transportation, regardless of the cause and including any injuries and/or damage suffered by the lessee, party of the lessee, or any directly involved with the lessee during the rental period.
5. **INSPECTION OF EQUIPMENT:** Lessee acknowledges that he/she has received, inspected, examined, and accepted the equipment in good operation condition. Lessee agrees it will be returned in like condition.
6. **USE OF EQUIPMENT:** The equipment is authorized for use by any Troop 211 member, the lessee, and lessee's party. Lessee agrees not to, and to ensure that his party does not: (a) use the equipment or any portion thereof for any other purpose; (b) use it for any illegal purpose; (c) use it in any unsafe or dangerous manner; (d) permit its use by any other person other than the lessee and his/her party; (e) attempt to repair it without Troop 211's prior specific approval; (f) abuse, misuse, overuse, commit waste of, or otherwise permit any damage to or destruction of the equipment; or (g) **USE EQUIPMENT UNDER THE INFLUENCE OF ALCOHOL OR DRUGS.** Lessee agrees to (a) require lifejackets to be worn at all times in accordance to BSA Policy and (b) follow any state, county, or city laws not stated in this agreement.
7. **LOSS OR DAMAGE:** Lessee is the insurer of the equipment during the rental period. Lessee bears the risk of loss, theft, damage, or destruction to the equipment, regardless of the cause. If the equipment is lost, stolen, damaged, or destroyed during the term, whether or not the same is your fault, **YOU WILL NOTIFY US IMMEDIATELY**, and you will pay us the retail value of anything that was stolen, lost, damaged (beyond fixing), or destroyed. If the equipment is not cleaned upon return, the \$10 deposit will be kept as a cleaning fee.
8. **TRAILER:** You agree to inspect the trailer coupling mechanism, safety chain, tongue jack, all tie downs, and pins before leaving with the equipment both before and after use. We are not liable for damage to, and you hereby waive all claims arising in connection with, your bumper or motor vehicle cause by detachable hitches or mirrors. You understand also that connection of trailer lights is required by law and agree that you will be responsible for connecting them.
9. **TIME OF PAYMENT/REFUND:** Time of payment will be due before the equipment will be rented out. This includes, but is not limited to, the charges for each unit and also the \$10 refundable down payment. Your down payment, upon inspection of the equipment after it has been returned, will be sent to you by mail upon approval.

In signing below, I agree to everything listed above and take full responsibility for all equipment listed on the reverse side.

Lessee's signature: _____ Date: ____/____/____

Initial the following: I have been instructed on the proper use of the equipment listed on the reverse side. _____

Troop 211 signature: _____ Title: _____



SERVING. PREPARING. LEADING.