

Snowshoe Rental Reservation Form



Payment information for rental is required on the reservation date and will be processed once we have confirmed that the equipment is available. All proceeds from rentals go towards improving outdoor programs, equipment, and accessibility across all areas of the Girl Scouts of Western New York (GSWNY) Council.

- All equipment is available on a first come, first served basis. Customers will be notified within five business days regarding their rental request and subsequent approval or denial thereof. Payments for requests will be processed immediately upon approval.
- Individuals responsible for rentals must be at least 21 years of age or older.
- **To ensure availability of equipment, submit equipment rental requests at least two weeks and up to six months in advance.**

Cancellation/Refund Policy for Equipment Rentals:

If equipment rentals conflict with GSWNY Outdoor Program after a reservation has been made, we reserve the right to deny a rental request. Council will give the renter notice of cancellation within two weeks of the reservation date and provide a full refund.

- If the renter cancels contract, a written request must be submitted at least 15 days prior to the rental request date, to receive a full refund.
- Should the written cancellation be received less than 15 days, refunds will *not* be permitted.
- The total fee is refunded if the reservation is cancelled by GSWNY staff.

Full refund will be given if there is no snow on day of rental.

If you have questions – Please contact Mary Beth Sullivan, Outdoor Program Manager at MaryBeth.Sullivan@gswny.org

Outdoor Equipment Rental Agreement

INSTRUCTIONS: A request form must be submitted at least two to three weeks prior to pick-up date. Individuals responsible for rentals must be at least 21 years of age or older. You will be contacted prior to your pick-up date by a representative from the Outdoor Program Department with your confirmation details.

THIS AGREEMENT, made the [redacted] day of 20 [redacted], by and between [redacted] (hereafter the "Renter"), and the **Girl Scouts of Western New York** (hereafter "GSWNY") having a primary place of business at **4433 Genesee St., Suite 101, Buffalo, NY 14225**.

Renter and GSWNY, for the consideration hereafter named, agree as follows:

Under the General Conditions of Outdoor Equipment Rental Agreement, GSWNY hereby rents to Renter all equipment named and identified in the attached "Equipment Reservation Form," for use at such location and at such rental rate for approximately such time as is therein stated. GSWNY shall furnish such equipment, in operative condition.

GSWNY and Renter, for themselves, their successors, executors, administrators and assigns, agree to the full performance of the covenants herein contained.

General Conditions of Outdoor Equipment Rental

The conditions of rental here below stated, together with the Agreement above of this sheet, constitute a contract between the parties therein named which contract is hereafter referred to as "this Agreement".

- 1) RENTAL PERIOD.** The Rental period shall cover all time consumed in transporting the equipment, including the date of delivery and the date of return. This Rental shall begin on the above date and shall terminate on return in fully working condition to the GSWNY. If the equipment has to be repaired to return it to a fully working state the equipment will continue to be rented until it is repaired. The Rental period will end only when the equipment has been returned to a fully working state.
- 2) RENTAL CHARGES.** Renter shall pay rental for the entire Rental Period on each article of equipment named in the List of Equipment, at the rate set forth herein.
- 3) PAYMENT.** The rent for any and every item of equipment described in the List of Equipment shall be the amount therein designated and is payable in advance or (if advance is not selected) upon the return of the equipment. Renter shall pay GSWNY interest at ten percent (10%) or the highest lawful rate, whichever is greater, on any delinquent payment from the date when such payment was due until paid and on any other sum for breach of this Agreement, from the date of the breach, and expenses of collection or suit, including attorneys' fees.
- 4) CANCELLATIONS / REFUNDS.** If equipment rentals conflict with Girl Scouts of Western NY Outdoor Program after a reservation has been made, we reserve the right to deny a rental request. Council will give the troop/group notice of reservation cancellation within four weeks of the reservation date and provide full refund. If the renter cancels contract, a written request must be submitted at least 15 days prior to the rental request date to receive a full refund. Should the written cancellation be received less than 15 days, refunds will not be permitted.
- 5) FEES, ASSESSMENTS, AND TAXES PAID BY RENTER.** Renter shall pay all license fees, assessments, and sales, use, property and excise, and other taxes or hereafter imposed, and relating to Renter's use or possession of the equipment.
- 6) REPAIRS.** The expense of all repairs made during the Rental Period, including labor, material, parts and other items shall be paid by Renter.
- 7) RISK OF LOSS OR DAMAGE.** The Renter assumes all risk of loss or damage to the equipment from any cause, and agrees to return it to the GSWNY in the condition received from the GSWNY, with the exception of normal wear and tear. The GSWNY or their appointed agent will determine normal wear and tear. All determinations made by the GSWNY are final. If the equipment is not returned to the GSWNY for any reason, Renter shall pay to the GSWNY the Replacement Cost of the equipment. If no Replacement Cost is designated herein, Renter shall pay the actual cost of replacing the equipment at the time of replacement.

8) SAFETY & CERTIFICATIONS. The Renter agrees and understands Renter must follow any and all required GSWNY and Girl Scouts of the United States of America (“GSUSA”) policies and procedures, including but not limited to those outlined in the GSUSA Safety Activity Checkpoints. Furthermore, Renter will ensure that anyone providing a programming and/or training for any reason is adequately and currently certified to do so by any compulsory certifying and/or governing body (including but not limited to the American Camping Association, Health Department, USA Archery, Association for Challenge Course Technology, American Red Cross, or any other required certifying body) as well as any applicable GSWNY policies, GSUSA policies, federal, state or local law(s) required.

9) MAINTENANCE AND OPERATION. Renter shall see that the equipment is not subjected to careless, unusually or needlessly rough usage; and Renter shall at Renter’s own expense maintain the equipment and its appurtenances in good repair and operative condition, and return it in such to GSWNY in the same condition as received, ordinary and reasonable wear and tear resulting from proper use thereof excepted.

10) CARE AND OPERATION OF EQUIPMENT. The equipment may only be used and operated in a careful and proper manner and at the location set forth herein. Its use must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment, including registration and/or licensing requirements, if any.

11) DISCLAIMER OF WARRANTIES. GSWNY, BEING NEITHER THE MANUFACTURER, NOR A SUPPLIER, NOR A DEALER IN THE EQUIPMENT, MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS DESIGN, ITS CAPACITY, ITS PERFORMANCE, ITS MATERIAL, ITS WORKMANSHIP, ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT IT WILL MEET THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS, OR CONTRACTS WHICH PROVIDE FOR SPECIFIC APPARATUS OR SPECIAL METHODS. GSWNY FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO RENTER OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIPMENT. AS TO GSWNY, RENTER RENTALS THE EQUIPMENT “AS IS”. GSWNY SHALL NOT BE LIABLE IN ANY EVENT TO RENTER FOR ANY LOSS, DELAY, OR DAMAGE OF ANY KIND OR CHARACTER RESULTING FROM DEFECTS IN, OR INEFFICIENCY OF, EQUIPMENT HEREBY RENTAL OR ACCIDENTAL BREAKAGE THEREOF.

12) INDEMNITY. Renter shall indemnify GSWNY, and its agents and employees against, and hold GSWNY and its agents and employees harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney’s fees, arising out of, connected with, or resulting from the equipment or the Rental, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the equipment. Renter shall further indemnify GSWNY, and hold GSWNY harmless from all loss and damage to the equipment during the rental period. Renter recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Renter’s assumption of any and all liability for injury: disability and death of workmen and other persons caused by the operation, use, control, handling, or transportation of the equipment during the Rental Period.

13) ASSIGNMENT. The Renter shall not assign or sublet any interest in this Rental or the equipment or permit the equipment to be used by anyone other than the Renter or Renter’s employees, without GSWNY’s prior written consent.

14) ENTIRE AGREEMENT AND MODIFICATION. This contract constitutes the entire agreement between the parties. No modification or amendment of this contract shall be effective unless in writing and signed by both parties. This contract replaces any and all prior agreements between the parties.

15) GOVERNING LAW. This contract shall be construed in accordance with the laws of the State of New York.

Snowshoe Rental Details

Date of snowshoe use:

Time period of snowshoe use: to

Multiple reservations are possible on the same day. Please choose the several hour time frame during which you will use the snowshoes.

Location	Maximum Quantity Available*	Rental Fee	X
Camp Piperwood	24 pairs	\$40	
Camp Windy Meadows	22 pairs	\$40	
Camp Seven Hills Lakeside	26 pairs	\$40	
Camp Timbercrest	24 pairs	\$40	
		Total Cost:	

***Snowshoes remain at their designated camp location and are not removed from camp property.**

A request form must be submitted *at least 2 weeks* prior to pick-up date. Individuals responsible for rentals must be 21 years of age or older. You will be contacted prior to your pick-up date by the Outdoor Program department with confirmation.

Renter Information

Date:	<input type="text"/>		
Service Unit/Troop/Group #:	<input type="text"/>		
Volunteer or Responsible Adult:	<input type="text"/>		
Email:	<input type="text"/>		
Address:	<input type="text"/>		
City:	<input type="text"/>	State:	<input type="text"/>
Home Phone:	<input type="text"/>	Cell:	<input type="text"/>
Zip:	<input type="text"/>		

Payment Information

Total Cost (from prior page):	<input type="text"/>		
Method of Payment:	<input type="text"/>		
Cardholder's Name:	<input type="text"/>		
Address:	<input type="text"/>		
City:	<input type="text"/>	State:	<input type="text"/>
Credit Card #:	<input type="text"/>		
Exp. date:	<input type="text"/>	CVV#:	<input type="text"/>
Signature:	<input type="text"/>		
Zip:	<input type="text"/>		

I, the undersigned, agree to return the equipment reserved on the above date in the same condition as received. I will report any repairs that need to be made or any broken gear to Girl Scouts of Western NY upon my return. **If any items are not returned, I agree to pay Girl Scouts of Western NY the full replacement retail cost of the item. If the items are returned damaged or with missing parts, I agree to pay the full repair cost as invoiced by GSWNY.** No charges will be incurred if the rental equipment is returned in satisfactory condition and in good repair with all parts. I understand that the items I request are not guaranteed, as availability may be affected by other rentals or Outdoor Program use.

Signature: Date:

Submit completed form to the Outdoor Program Department at MaryBeth.Sullivan@gswny.org

Council Use Only: Confirm Date: Total Fees Due \$: Receipt #: Canceled Date:
General Account Code 5300-305-2391-9999-99