

University of Texas Photo Lab Equipment Conditions of Check Out Agreement

Please read all of the following conditions and be sure that they are understood before signing this form. Your signature shows that you have understood these conditions and assume full responsibility for any equipment that you check out during the semester. The word "equipment" below refers to University of Texas at Austin Property.

I, the below named student(s) ("Student"), agree to be fully responsible for all Equipment, described below, checked out in my name or used by me during their class time and off-site. NOTE: Cost for damage or loss could be as high as \$6,500.00 for a single item. Further, I understand and agree to abide by the Conditions of Check Out Procedures, which the University has provided to me and is attached to this agreement as Appendix A.

By signing this Conditions of Check Out Agreement ("Agreement"), I agree that the Equipment is complete and in perfect working order. I understand and agree that it is my responsibility to properly inspect the Equipment in the order to ensure that it is complete and functioning BEFORE it is taken out of the photo lab, and that I must inform the Teaching Assistant or Lab Manager of any broken or missing items. I understand and agree that once the Equipment leaves the photo lab, it becomes my responsibility and I will be financially responsible for any damage to or loss of Equipment caused by any reason.

I agree to pay all actual repair or actual replacement costs resulting from any harm, damage or loss of any nature whatsoever (including, but not limited to theft) to the Equipment while it is checked out in my name. I also understand and agree that the actual replacement cost for the Equipment shall be the then current actual price of similar equipment in terms of quality, durability and performance, including any upgraded models if a similar model is no longer available due to changing product development. I agree to notify my Teaching Assistant or the Lab Manager of any loss or damage within 24 hours. I understand and agree that the University, at its sole discretion, may place a financial bar on my student record until I pay the cost to repair or replace the Equipment.

I agree to use the Equipment to fulfill photography class assignments and for no other purposes.

I will not take the Equipment out of the State of Texas for any reason. * Fall 2020, exceptions are allowed with Lab Manager's advanced approval.

Students must return all equipment, cables, power supplies, cords, bags, and other accessories by the time specified at time of checkout. Student is financially responsible for any equipment or accessory not returned on time.

I understand that some class assignments may require that two or more students share equipment. When more than one student uses equipment during a single checkout period, each student must provide their information below and agree to be a party to this Agreement. I understand and agree that each student who is a party to this Agreement is individually bound by the terms of this Agreement. I understand and agree that if the shared equipment is damaged, lost, or stolen, the student who possessed the equipment at the time of damage becomes financially responsible for costs incurred for repair or replacement. I understand and agree that if a sole student does not claim responsibility, the University will split cost of repair between all students sharing the equipment. * Fall 2020, students will not share equipment.

I agree to indemnify and hold University of Texas at Austin, the University of Texas System, the University of Texas Board of Regents, and their officials and employees harmless from and against any and all claims arising from or relating to any use of the Equipment while it is checked out under my name. I agree not to use or allow any other individual or entity to use the Equipment for anything other than its intended purpose. I understand that this document contains binding legal obligations and voluntarily enter it as indicated below by my signature. *amended for Fall 2020: send email to amberjohnson@austin.utexas.edu that you agree with the terms of this document.

Appendix A

Conditions of Checkout Procedures

1. **ELIGIBILITY:** Students who are currently enrolled in a photography class with a current UT EID and are in good standing are eligible to borrow equipment. They must have been trained to use equipment and have signed a Conditions of Check Out Agreement.
2. **SHARING:** Some class assignments may require that two or more students share equipment. When two or more students plan to share equipment during a single checkout period, it is mandatory that the equipment is checked out under every student's name. If the shared equipment is damaged, lost or stolen, the person who had possession of the equipment at the time of damage becomes financially responsible for costs incurred for repair or replacement. If a sole person does not claim responsibility, then the cost of repair is split between all students sharing the equipment. * Fall 2020, students will not share equipment.
3. **USAGE:** Equipment may only to be used for fulfilling photography class assignments, and no other purposes. ^L_{SEP}
4. **BOUNDARIES:** Borrowed equipment may not be taken out of Texas for any reason. * Fall 2020, exceptions are allowed with Lab Manager's advanced approval.
5. **CHECKOUTS/RETURNS:** The student who checks out the equipment must also be the student who returns the equipment, unless shared then it must be returned by one of the people who checked it out. Students may only check out and return equipment returned during class. Only TAs may checkout equipment to the students.
6. **CHECKOUT PERIOD:** Subject to availability, equipment may be checked out for up to 7 days at a time. Checkout time may be extended, at the University's sole discretion, if nobody is on the waitlist. If a student is on the waiting list and the equipment becomes available, the TA will inform the next student on the waitlist. If the student does not or cannot check out the equipment by the next class period, then the student forfeits his/her turn and must queue up on the wait list again. * Fall 2020, length of checkout will vary depending on class.
7. **EQUIPMENT AVAILABILITY:** Because we cannot guarantee that equipment will be returned on time, we cannot guarantee availability of reserved equipment. We will do our best to make sure that your equipment is available at the time of your reservation.

8. RETURNS: Students MUST return all equipment, cables, power supplies, cords, bags, and other accessories by the time specified at time of checkout. Student is financially responsible for any equipment or accessory not returned on time.

9. LATE POLICY:

1 – 2 days late: Student must make an appointment to speak with his/her TA or Lab Manager before privileges will be restored. [SEP]

3-5 days late: Check out privileges will be suspended for one week, and student must make an appointment to speak with his/her TA or Lab Manager before privileges will be restored. [SEP]

6 or more days late: Automatic suspension of check out privileges for the rest of the semester. [SEP]

Late 3 or more times: Automatic suspension of check out privileges for the rest of the semester.

Suspension of privileges twice: Automatic suspension of check out privileges for the remainder of the student's UT career. [SEP]

Note: A day is defined as a calendar class day. Weekends and holidays are not counted. [SEP]

After 30 days late: the equipment will be declared lost and the student will have to pay for a replacement and will be banned from the facilities until the item is returned or replaced. Any student returning equipment late on more than three occasions may be barred from checking out equipment until the next semester.

10. END OF SEMESTER: All equipment must be returned by the last class day of the semester, or upon withdrawal from the course. Failure to do so will result in a financial hold being placed on your account. Failure to meet any of the above conditions will result in check out privileges being revoked for the remainder of the semester.

Things to consider when using equipment off-site:

- Protect all gear from weather conditions.
- Never set up or operate lighting equipment under wet conditions.
- Always weigh down (i.e. a sandbag) legs when using lights on stands. Wind gusts are often unexpected.
- Protect cameras and other equipment from heat and direct sunlight when not in use.
- Never store cameras or other equipment in closed cars in the sunlight.
- Never leave equipment unattended.
- Never leave equipment stored in a vehicle.
- Renter's insurance is highly recommended.