

## RTV Equipment and A/V Suites - Equipment and Facilities Use Agreement

**Note: This complete text can also be found on Connect2 during the equipment checkout process.**

**All users must agree to the terms and conditions of this Agreement to use equipment or facilities owned and operated by the Media School.**

**1. GENERAL ELIGIBILITY.** The student must be active in an approved Media School course to be eligible to book and use Media School equipment or facilities. Equipment access is determined by the enrolled course. Students that drop or are no longer actively enrolled in Media School courses will not be eligible. The Media School reserves the right to cancel any booking where the eligibility of the student cannot be confirmed. Any student not meeting these eligibility requirements may only use Media School equipment or facilities with written permission from the Media School's director of facilities and technology.

**2. IDENTIFICATION.** The student must display their Indiana University ID card when checking out or returning equipment or facilities. The equipment or facilities will only be released to the eligible student associated with the booking.

**3. ELIGIBILITY LIMITATIONS.** The student may not book equipment or facilities prior to the first meeting for an approved course, and booking eligibility will end during Finals week. Bookings are limited to the present academic session, and are not permitted between academic sessions without additional written approval from both an instructor and the Media School's Director of Facilities and Technology. Bookings may be limited over breaks that occur during an academic session, and the Media School reserves the right to cancel any booking that attempts to do so.

**4. HONESTY & ACADEMIC MISCONDUCT.** Falsification of any information related to booking or equipment or facilities usage may be considered Academic Misconduct. The Media School may cancel any booking for which falsified information is submitted and may revoke a student's eligibility to use Media School equipment or facilities. If Academic Misconduct is suspected, the appropriate personnel will be notified and procedures in the Student Code will be followed.

**5. FACILITIES USAGE.** Students may have access to book certain facilities or rooms. Some facilities or rooms require the supervision of an approved Media School representative, and if an approved representative cannot be present during the desired booking time, that booking may be subject to cancellation. The student must return all facilities to their default state and arrangement after usage.

**6. EQUIPMENT USAGE.** By agreeing to these terms and conditions, the student accepts responsibility for all booked equipment. The student agrees to use the equipment in a careful and proper manner, complying with any policies instituted by the Media School or the University. The student agrees to safeguard the equipment at all times and not to leave the equipment unattended or in a vehicle. The student agrees to transport equipment appropriately and to use their best efforts to protect it against inclement or extreme weather conditions, including excessive cold or heat. Any degradation that occurs beyond standard and anticipated wear and tear is the sole responsibility of the student associated with the booking. A student who fails to comply with these terms and conditions may be responsible for any or all costs of repair or replacement for damaged equipment, may receive one or more strikes, and/or may have their eligibility revoked. The student agrees not to use equipment and facilities in a manner that threatens the safety of the student or others.

**7. EQUIPMENT USAGE LIMITATIONS.** The Media School equipment may only be used for Media School-related or approved course projects. If it is determined that a student is using equipment for profit or for non-approved course projects, the student's eligibility may be revoked. Equipment is limited at a per-class level, and students will only have access to equipment after receiving in-class training. If a booking includes equipment not permitted for a class in which the student is enrolled or for which a student has not received training, the Media School reserves the right to cancel that booking.

**8. EQUIPMENT RETURN.** Upon the expiration of the checkout period or earlier termination of a student's booking, the student agrees to return the equipment to the school in good repair, condition, and working order, ordinary wear and tear resulting from proper use excepted. The student will deliver the equipment, at the student's cost and expense, to the same checkout site in which the equipment was received by the student. The student must be present when returning equipment and remain for present for the entirety of the check-in process. The student cannot transfer that responsibility to another student.

**9. LATE CHECKOUTS AND RETURNS.** The student has a 30-minute grace period for booking checkouts and returns. The student **SHOULD NOT ASSUME** that the grace period can replace scheduled checkout or return times.

- If the student arrives more than 30 minutes late for a booking, the booking will be canceled automatically and one or more strikes will be applied. An automatically canceled booking will restrict the student from booking the same items or any other items for the rest of that same day, special circumstances excepted at the Media School's discretion. However, bookings may be canceled or rescheduled by the student up until the agreed upon checkout time. It is the student's responsibility to schedule checkout times that work within their schedule.
- If the student returns equipment more than 30 minutes late, the student may be charged a late fee dependent on their equipment tier and return date/time. One or more strikes will be applied to each booking returned late.
  - Returning after the grace period on the due date will result in 1 strike per late booking.
  - Returning the day after the due date will result in 2 strikes per late booking.
  - Returning two days after the due date will result in 3 strikes per late booking, and the student's checkout account will be suspended. See "Violations and Strikes" for more details.

**10. LATE FEES & FINES.** Late Fees will be issued on a tiered system per checkout site and based on factors regarding equipment type, value, and size of booking.

#### **Radio-TV**

- Tier 1 (Booking < \$500, or use of A/V Suites)
  - \$5 when booking has exceeded grace period but is returned on due date
  - \$10 per subsequent day
  - \$100 Maximum Cap

- Tier 2 (Booking=\$500 - \$10,000)
  - \$10 when booking has exceeded grace period but is returned on due date
  - \$15 per subsequent day
  - \$170 Maximum Cap
- Tier 3 (Booking>\$10,000 or bookings with Cinema Cameras)
  - \$15 when booking has exceeded grace period but is returned on due date
  - \$25 per subsequent day
  - \$250 Maximum Cap

In the instance where one or more late items is determined to be lost, the cap will drop to the replacement cost if applicable.

Fines may be applied to students who return items in poor handling conditions. The student will be given the opportunity to fix the poor return condition at the time of return. If the student refuses to fix the poor return, the student will be charged a \$5 fine per line item returned in poor condition.

**11. LOSS AND DAMAGE.** The student will provide any and all documentation relating to any loss of or damage to borrowed equipment. The student will execute and deliver to the school any documents that the school deems necessary or desirable for purposes of recording or filing to protect the interest of the school and the equipment, including, but not limited to, a police report or statement of circumstances explaining how damage to the equipment occurred, or a BEX form acknowledging the costs that will be charged to a Bursar account. In the event of loss or damage of any kind whatever to the equipment, the student shall, at the Media School's option:

- Place the same in good repair, condition and working order; or
- Pay to the Media School the replacement cost of the equipment.

**12. DEFAULT.** If the student fails to pay any repair, replacement, or other cost for which the student is responsible within ten (10) days after that amount is due and payable, the Media School has the right to exercise any one or more of the following remedies:

- To declare the entire amount of repair and/or replacement costs immediately due and payable without notice;
- To sue for and recover all costs, and other payments, then accrued or thereafter accruing;
- To charge student bursar accounts for unreturned or damaged equipment;
- To require the immediate return of all borrowed equipment;
- To terminate this agreement; or
- To pursue any other remedy at law or in equity.

**13. VIOLATIONS AND STRIKES.** Use of facilities and equipment is determined at the sole discretion of the Media School, and the student does not retain any right or ownership of facilities and equipment related to these terms and conditions. If the student violates these terms and conditions, they may, at the Media School's discretion, be subject to late fees, strikes, or temporary or permanent revocation of their eligibility to book or use equipment or facilities. The appropriate Media School faculty and staff will be notified in the event of a violation of the terms of this agreement. A student's eligibility will be revoked upon receiving three strikes but may be reinstated upon review by faculty and staff or upon the start of a new academic session, at the sole discretion of the Media School.