

Kiwanis Club of Cheyenne**RESOLUTION TO ESTABLISH CHARGES FOR USERS OF CLUB EQUIPMENT**

WHEREAS, the Kiwanis Club of Cheyenne has an inventory of equipment that may be requested by members or other groups in and around Cheyenne, and

WHEREAS, the Kiwanis Club has the responsibility for the upkeep and general maintenance of the inventory of equipment and therefore assumes some level of risk when this occurs, and

WHEREAS, at times, the equipment is returned in less than satisfactory shape and requires a level of maintenance before equipment is reusable, it is

THEREFORE recommended that the Kiwanis Club of Cheyenne collect a repair and maintenance charge for the use of the equipment for which the Kiwanis Club of Cheyenne is responsible for maintaining.

AND IT: is further recommended that the Board of Directors charge a fee based upon the recommendation from the Quartermaster and the attached set of equipment use policies.

Equipment requiring a Fire Tender is: all grills, stoves, Kiwanis Building kitchen, and barbeque grills. Charge for a Fire Tender will be determined by the Quartermaster. Items of equipment that require transportation include: grill trailer, mobile refrigerator, Big Red grill trailer, and barbeque grill. Requests for storage at the Kiwanis Building will also be subject to this rental policy.

BOARD APPROVED EXCEPTIONS TO RENTAL POLICY:

- 1) Due to stipulations when the wheel was donated to our club, the wheel may be used by the High Schools at no cost. The wheel is not to be rented or loaned out for any other reason.
- 2) Because our club started Magic City Enterprises, we should not charge for their annual picnic.
- 3) The Cheyenne Kiwanis Club is an Emergency Management Agency, and as such, the Emergency Management Committee will use any necessary equipment without Board approval
- 4) Any non-profit organization may request the use of our equipment for non-fundraising events at no cost with the approval of the Board.
- 5) The portable microphones will not be loaned or rented out.

PROCEDURE

- All requests for use of equipment or facilities owned or maintained by the Kiwanis Club of Cheyenne should be made in writing to the Quartermaster.
- The Quartermaster will present requests along with a recommendation to approve or deny the request to the next regularly scheduled Board meeting*.
- Quartermaster may require additional conditions for any rental, but will include charges for: Project Chair, transportation requirements and Stovetender if needed.
- Rental fees are subject to review and adjustment by the Board. Cleaning and restocking charge may be assessed for equipment not returned in satisfactory condition. Proof of insurance may be required.

**On June 6, 2000, on motion by Shepherd, second by Segrave, passed and carried by the Board of Directors: The Quartermaster and the Second Vice President may have the authority to approve equipment request prior to the next regularly scheduled Board meeting. The Board will be asked to ratify these decisions at the next regular meeting.*

Appendix A6.1

Effective: 2003

Rev. 2018

Kiwanis Equipment Rental Charges

Date: _____ Date of Event _____
 Organization: _____ Phone _____
 Location: _____ Chairperson: _____
 Contact: _____ Stove/tender _____
 Number of Days _____ Transportation _____
 Description of event _____

Price Based of One-day Event

Equipment	Price	Number	Cost	Equipment	Price	Number	Cost
Tables	\$5.00	_____	_____	BBQ Grill	\$100.00	_____	_____
Pots	\$5.00	_____	_____	Grill Trailer	\$100.00	_____	_____
Pans	\$5.00	_____	_____	Grills	\$25.00	_____	_____
Coffee Urns	\$10.00	_____	_____	Stoves	\$10.00	_____	_____
Coolers	\$5.00	_____	_____	Cut off stoves	\$5.00	_____	_____
Trees (silk)	\$10.00	_____	_____	Chafing Dishes ...	\$25.00	_____	_____
(18 available)				(4 small/2 large)			
Bowl and Stand...	\$5.00	_____	_____	Small Tent (10x10)	\$25.00	_____	_____
Spatulas	\$1.00	_____	_____	Storage/day	Variable:	_____	_____
Tongs	\$1.00	_____	_____	Propane & Stand	Provided with Grill (\$28.00)		
Cutting Boards	\$1.00	_____	_____	Regulators	Provided with Grill		
Spoons	\$1.00	_____	_____	Stovetender	\$50.00/day	_____	_____
Droppers	\$2.00	_____	_____	Stovetender's Box	Provided with Grill		
Kitchen	\$50.00	_____	_____	First Aid Kit	Provided with Grill		
Reefer	\$25.00	_____	_____	Fire Extinguisher	Provided with Grill		

Sub-total: \$ _____

10 % Equipment Maintenance Surcharge: \$ _____

Damage Deposit: \$ _____

Total Fees: \$ _____

Board Approval – date: _____

Pick-up Date: _____ Time: _____

Rental Agreement: Yes _____ No _____

Return Date: _____ Time: _____

Cc: Administration

Appendix 6.2

(no date) should be dated on date of P&PM

INDEMNIFICATION AGREEMENT

Use of Cheyenne Kiwanis Club Equipment

The undersigned, on behalf of the _____ in consideration of the use of items of equipment listed below owned by the Kiwanis Club of Cheyenne, and intending to be legally bound, agrees as follows:

1. At the time of executing this Agreement, the undersigned Organization agrees to pay the Kiwanis Club a Maintenance Fee of \$_____.
2. The undersigned Organization further agrees to be solely responsible for all damages to, or losses of, any of the said equipment which may be sustained at any time after delivery or possession of the equipment to the undersigned until the time that said equipment is returned to the Kiwanis Club, ordinary wear and tear excepted. The undersigned Organization shall be responsible for all costs of repair or replacement incurred by the Kiwanis Club with a Certificate of Insurance or other acceptable proof of insurance coverage for said equipment.
3. The undersigned Organization hereby fully and forever releases and discharges the Kiwanis Club, its employees, representatives, agents, successors and assigns whether directly or indirectly liable, from any and all costs claims, demands, and/or causes of action present and future known or unknown, arising out of or in any way resulting from the use of said equipment as delivered into the possession of the undersigned Organization or its agent until the time that said equipment is returned to the Kiwanis Club.
4. The undersigned Organization hereby further undertakes to indemnify the Kiwanis Club from any and all liability, loss or damage said Kiwanis Club may suffer as a result of claims on behalf of third parties arising from the undersigned costs and reasonable attorneys' fees incurred in defense against such claims or enforcement of the Agreement.
5. The equipment that is the subject of this agreement includes:
SEE ATTACHED LIST.

This Agreement shall be binding upon the undersigned Organization, its agents, representatives, successors and assigns. The undersigned Organization Representative hereby affirms that he or she has the full power and authority to bind the Undersigned Organization to all of the terms, conditions and agreements herein.

DATED this _____ day of _____, 20____.

Name of Organization

By: _____

Signature of Kiwanian: _____

Approved By: _____, Kiwanis Club