

**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: \_\_\_\_\_ Stovetender \_\_\_\_\_  
 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

KIWANIS CLUB OF CHEYENNE  
EQUIPMENT RENTAL AGREEMENT

Customer: \_\_\_\_\_ Date of Event: \_\_\_\_\_

Location: \_\_\_\_\_ Chairperson: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Description of Event: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Number of Days: \_\_\_\_\_ Equipment: See attached Equipment Rental Price List

This Equipment Rental Agreement (“Agreement”) is entered into by and between the Kiwanis Club of Cheyenne (“Club”) and the Customer listed above for the sole purpose of supporting the Event listed above, subject to the following terms and conditions:

1. Charges. Equipment rental is subject to the charges set forth on the attached Equipment Rental Price list. An equipment maintenance surcharge of 10% of the total rental price is added to all invoices. Payment must be made in full prior to receipt of any equipment.

2. Deposit. Customer shall pay a deposit equal to 100% of the rental charge for the equipment, unless subject to an exemption as set forth below. The deposit shall be kept by the Club and returned to the Customer upon return of the equipment in the same condition in which it was provided to the Customer. The Club reserves the right to photograph equipment before it is leased to document the condition on which the equipment was leased.

3. Waiver of Charges and Deposit. Rental charges for nonprofit corporations, as defined by Wyo. Stat. § 17-19-140(a)(vii), are waived unless the customer is using Club equipment for a fundraising activity. The Club may, at the sole discretion of its Board of Directors (“Board”), waive any charges or deposit for any rental. The amount of charges and deposit is set forth on the attached Equipment Rental Sheet.

4. Transport. Customer is responsible for all transport of rental equipment to and from the location of their event. Customers using any Club trailers are responsible for identifying an active Club member who will tow the trailers to and from the location of the Customer’s event. No one other than the designated Club member may transport the Club’s trailers.

5. Grills. Customers renting one of the Club’s grills or stoves are, in addition to arranging transport by a Club member (see Section 4), responsible for identifying a member of the Club’s Stovetender Committee who will oversee the use of the Club’s grills and stoves at all times

the grills and stoves are in the Customer's possession. A list of potential Stovetenders may be obtained from the Club Quartermaster or from the Club Second Vice President. The Club's grills and stoves shall not be used without the presence of a designated Stovetender.

6. Damages. Customer agrees to be solely responsible for any damages to Club property and equipment incurred while picking up, transporting, using, or returning any rental equipment. The Club, at its discretion, may require Customer to obtain appropriate insurance to protect Club equipment before agreeing to any rental. **Customer rents all equipment AS IS/WHERE IS and is encouraged to inspect all rented equipment for any damage before taking possession.** The Club shall not be liable for any damages of any kind that may arise if rental equipment is damaged or fails to work as expected, including but not limited to any compensatory damages, consequential damages, or punitive damages.

7. Indemnity. Customer shall indemnify, defend, and hold harmless the Club against any liability, damage, loss, or expense (including reasonable attorneys fees and expenses of litigation) incurred by or imposed upon the Club, any of its members, officers, directors, agents, or volunteers in connection with any third party claims, suits, actions, demands or judgments ("Claims") under any theory of liability (including without limitation actions in the form of tort, warranty, or strict liability) arising out or related to the use of any Club equipment, including Claims that may arise from or be related to any simple negligence of the Club, its members, officers, directors, volunteers, or other agents.

8. Insurance. The Club, at its sole discretion, may require Customer to present proof that any damages to rental equipment or any damages arising from or related to Customer's use of rental equipment are covered by appropriate property and liability insurance and that the Club is covered as an additional insured under any such policy of insurance.

9. This Agreement sets forth the complete agreement between the parties and supersedes any prior written or oral promises or agreements.

10. This Agreement shall be governed by and interpreted according to the laws of the State of Wyoming, without giving effect to the conflict of laws provisions thereof. In the event of any dispute arising from or related to this Agreement, the exclusive forum for such a dispute shall be a Wyoming state court of competent jurisdiction sitting in Laramie County, Wyoming.

DATED this \_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Customer Printed Name

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Club Official Printed Name

\_\_\_\_\_  
Club Official Signature

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 Contact: \_\_\_\_\_ Stovetender \_\_\_\_\_  
 Number of Days \_\_\_\_\_ Transportation \_\_\_\_\_  
 Description of event \_\_\_\_\_  
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Location: \_\_\_\_\_ Chairperson: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Description of Event: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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9. This Agreement sets forth the complete agreement between the parties and supersedes any prior written or oral promises or agreements.

10. This Agreement shall be governed by and interpreted according to the laws of the State of Wyoming, without giving effect to the conflict of laws provisions thereof. In the event of any dispute arising from or related to this Agreement, the exclusive forum for such a dispute shall be a Wyoming state court of competent jurisdiction sitting in Laramie County, Wyoming.

DATED this \_\_ day \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Customer Printed Name

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Club Official Printed Name

\_\_\_\_\_  
Club Official Signature

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.
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