

7/25

## KIWANIS CLUB OF MUKILTEO EQUIPMENT LOAN POLICY

All requests to borrow equipment must first be **made directly to a Board member of the Kiwanis Club of Mukilteo.**

1. Except as approved by the Kiwanis Club of Mukilteo Board, the loan of the Club's equipment is not allowed. The required **"Agreement to Borrow"** must be completed and signed for the applicable equipment to be borrowed. This policy must be followed.
2. The borrower (Kiwanis Member) must indicate time of pickup and return of equipment, and its destination. The period of borrowing should be kept as short as possible.
3. The Board may require a security deposit or fee for use. (NOTE: For the 20' X 30' Tent - Standard Deposit is \$500; Per Day Rental fee is \$200.
4. A minimum of two Kiwanis members must check in and out the equipment to be sure all parts of the equipment are returned in good condition and working order.
5. The borrower must sign out equipment by completing the applicable:
  - (a) **"Agreement to Borrow & Return Equipment Owned by the Kiwanis Club of Mukilteo."**
  - (b) **"Agreement to Borrow & Return 20' X 30' Tent Jointly Owned by the Kiwanis Club of Mukilteo and Everett Booster's Club."**
6. Should damage or loss occur, the borrower(s) agrees to their financial responsibility as stated in the applicable signed Agreement.

### I. POLICY

Kiwanis Club of Mukilteo members loaning equipment and/or borrowing equipment must adhere to all conditions, procedures, and restrictions specified in this policy.

### II. APPLICABILITY

This policy applies to all Kiwanis Club of Mukilteo members.

### III. PROCEDURES

1. All requests for loan/use of equipment must be made by to the **Kiwanis Club of Mukilteo Board** by contacting a current Board member.
2. After receipt of the request, the Board member will check and verify that the requested equipment is available and previously obligated at that time by either a **Kiwanis Club of Mukilteo** event or signed Agreement with another Organization/person.
3. Equipment will be inventoried and its outgoing condition noted on the inventory form.
4. The receiving member shall sign the applicable **"Agreement to Borrow & Return Equipment."**

#### **IV. RESTRICTIONS**

1. The equipment must be returned in the same condition as loaned.
2. The equipment must be cleaned and/or disinfected as specified by ***Kiwanis Club of Mukilteo***.
3. The receiving organization/person(s) must replace or repair (as determined by ***Kiwanis Club of Mukilteo***) any lost or damaged equipment prior to the next Kiwanis Club of Mukilteo event, but in any case no later than 30 days of the conclusion of their event.
4. All borrowed/loaned ***Kiwanis Club of Mukilteo*** equipment will be returned immediately upon request. Timeframe for the return of the equipment will be determined on a case by case basis by ***Kiwanis Club of Mukilteo Board***. Two Kiwanis members must check the equipment back in.
5. The borrowing organization/member/person will hold ***Kiwanis Club of Mukilteo***, its officers, directors, members and volunteers harmless for any liability arising out of the use of the loaned equipment.

#### **V. EQUIPMENT/MATERIALS**

1. Will be used for direct member's use only.
2. Will not be taken anywhere out of the immediate area (Mukilteo & Everett).
3. Will be returned at the designated time, or borrower cannot borrow for a minimum of 6 months after return.

#### **VI. REQUESTING PROCESS**

1. Fill out the applicable ***"Agreement to Borrow & Return Equipment."***
2. Await an approval through e-mail and/or phone contact from Executive Board member within 5 business days of your submission of the request.

#### **VII. DAMAGES/FEES**

If equipment is returned damaged or not returned at all, fees will be assessed. Payment for damage(s) will be assessed and charged after reviewing the circumstances surrounding the damage.

A conversation regarding restitution for damage will take place among Kiwanis Club of Mukilteo Board, individual borrower, to find a mutually acceptable solution.

The borrower is responsible for reporting known damages to Kiwanis Club of Mukilteo; failure to do so may result in additional consequences.

NOTE: You may contact Kiwanis Club of Mukilteo Board for the retail price of these items.

**Disclaimer:** Contact Kiwanis Club of Mukilteo Board with any questions regarding this agreement and submission. Additional requirements may apply depending on equipment being rented. Kiwanis Club of Mukilteo is providing this submittal process, however, it is by no means obligated to approve each and every request.

**Agreement to Borrow & Return Equipment  
Owned by the Kiwanis Club of Mukilteo**

Date: \_\_\_\_\_ Time Out: \_\_\_\_\_ Date: \_\_\_\_\_ Time In: \_\_\_\_\_

Organization/Person: \_\_\_\_\_

Address: \_\_\_\_\_ Phone No. \_\_\_\_\_

Contact Person (name/phone no): \_\_\_\_\_

(address) \_\_\_\_\_

Kiwanis Members: (1) \_\_\_\_\_ (2) \_\_\_\_\_

I/We the undersigned, acknowledge receipt of: \_\_\_\_\_

which is in the following condition (circle one): NEW GOOD USED DAMAGED (describe) \_\_\_\_\_

Where equipment will be used (street or neighborhood): \_\_\_\_\_

The above noted equipment will be returned in its entirety and in the same condition as taken. If any equipment is lost, stolen or damaged, I/We hereby guarantee replacement, repair, or payment of the cost of repair, to similar or better condition within two (2) weeks of the return date noted above.

The above noted equipment will be returned by us in its entirety and in the same condition as taken. If any equipment is lost, stolen or damaged, I/We hereby guarantee replacement, repair, or payment of the cost of repair, to similar or better condition within two (2) weeks the return date noted above.

By signing this agreement, the applicant agrees to indemnify, release and save harmless the Kiwanis Club of Mukilteo, their officers and directors, servants and agents, hereinafter collectively referred to as "the Kiwanis Club of Mukilteo", from and against any and all actions, causes of action, claims, demands, losses, damages, liability claims, suits of any nature whatsoever arising out of or in any way connected with the borrowing, possession and use of this equipment.

**The Applicant specifically acknowledges that:**

1. They are aware that the Kiwanis Club of Mukilteo accepts no responsibility for any injury which may occur to the Applicant, from any cause, in connection with the borrowing, possession and use of the equipment;
2. They are specifically waiving any and all rights to claim against the Kiwanis Club of Mukilteo for any damages or injury which occurs to themselves or their personal property, from any cause, in connection with the borrowing, possession and use of the equipment;
3. They are specifically agreeing to defend and insure the Kiwanis Club of Mukilteo against any damages, costs, losses or claims for which they or the Kiwanis Club of Mukilteo may become, or be alleged to be, liable to third parties for personal injury, damages, or any other allegation of tortious conduct, from any cause, in connection with the borrowing, possession and use of this equipment;
4. They are not agents, and that they will not represent to any third party that they are, in any way, acting on behalf of the Kiwanis Club of Mukilteo while in the course of borrowing, possession and using the equipment;
5. There are risks inherent in the borrowing, possession and use of the equipment, and that they have considered those risks and have voluntarily decided to assume for themselves all such risks.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (print) \_\_\_\_\_ Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Business Phone \_\_\_\_\_

Check in & out: Kiwanis Members Signatures: \_\_\_\_\_