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## Equipment Rental Policy

POLICY NUMBER: 199-AD-16

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Approval Date: ~~November 8, 2016~~

Revise Date:

Motion Number: ~~CM20161108.1011~~

Repeal Date:

Supersedes:

Review Date:

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### **1.0 Policy Intent**

The City of Cold Lake acknowledges that organizations and individuals may be interested in renting particular City equipment. The City wishes to make particular pieces of equipment available for rent to the public. As such, the City will set parameters to ensure rentals are offered to the public in an open and transparent manner while managing liability and without compromising City of Cold Lake assets.

### **2.0 Purpose**

The purpose of this policy is to:

- 2.1 Identify the particular pieces of equipment which may be offered for rental to the public.
- 2.2 Define guidelines and requirements for rentals.
- 2.3 Establish a central manager for the rental of City equipment.

### **3.0 Policy Statement**

- 3.1 The City of Cold Lake acknowledges that the public may wish to use particular pieces of City equipment for events, community gatherings, and celebrations. Making City equipment available to the public for rental assists the organization hosting the event and supports community development.
- 3.2 The City of Cold Lake is committed to providing an open and transparent equipment rental process.
- 3.3 The City of Cold Lake recognizes that there are risks associated with renting City owned equipment to the public. The City wishes to take measures to manage and reduce these risks as much as possible, while providing the opportunity for the public to access particular City equipment.
- 3.4 The City of Cold Lake acknowledges that clarifying who is responsible for management and administration of equipment rentals supports transparent, timely, and effective implementation. As such, the City wishes to appoint the Manager of ~~Recreation~~ **Programs and Services** as the Chief Administrative

Officer's delegate to be the central manager of equipment rental at the City of Cold Lake.

#### **4.0 Managerial Guidelines**

##### 4.1. Definitions

4.1.1. "Rental Equipment" means the City owned equipment listed in Appendix "A" to this Policy.

##### 4.2. Equipment Available for Rent

4.2.1. The City may make the Rental Equipment listed in Appendix "A" available for rent to the public.

##### 4.3. Rental Fees

4.3.1. The Rental Equipment shall be rented at the prices listed in Schedule "B".

4.3.2. The City shall collect 100% of the rental fees prior to releasing the Rental Equipment to the Renter.

##### 4.4. Damage Deposit

4.4.1. ~~Notwithstanding City staff supervising the rental equipment, the~~ The City shall collect a damage deposit prior to releasing the Rental Equipment to a renter.

4.4.2. The damage deposit shall be no less than one (1) percent of the total replacement cost of the Rental Equipment.

##### 4.5. Selection of Renter

4.5.1. Rental Equipment shall only be available for rent when it is not otherwise being used by, or needed by, the City.

4.5.2. Rental Equipment shall only be rented to organizations, not to individuals.

4.5.3. Generally, renters shall be selected on a first come-first serve basis, however, the City reserves the right to:

4.5.3.1. refuse any renter who is not in good standing ~~with regards to debts owed to~~ the City of Cold Lake;

4.5.3.2. restrict the rental of ~~certain~~ Rental Equipment to ~~organizations benefitting the~~ City of Cold Lake ~~residents only~~;

4.5.3.3. restrict the rental of ~~certain~~ Rental Equipment for use within the City of Cold Lake only;

4.5.3.4. refuse a rental on the basis that City operational requirements do not permit City staff to be available for inspections, transportation, ~~erection~~, ~~or~~ maintenance ~~or supervision~~ of the Rental Equipment.

4.5.4. Should a rental date not be available due to a prior booking, the City shall maintain a waitlist of interested renters and contact the waitlist should the equipment become available.

- 4.5.5. A calendar for booking will be kept by the Department of Community Services. The calendar will include: start and end dates of rental, the renter's name, phone number and mailing address.
- 4.6. Rental Term
  - 4.6.1. The maximum rental duration of rental to for-profit organizations will be for five (5) days unless otherwise approved by the ~~Recreation~~ **Programs and Services** Manager in writing. The maximum duration for rental for non-profit organizations will be for two (2) days with the equipment being delivered on its first day of use unless otherwise approved by the ~~Recreation~~ **Programs and Services** Manager in writing. Duration of the rental will be stipulated in the signed rental contract.
- 4.7. Rental Contract
  - 4.7.1. Every Rental Equipment contract shall be drafted by the City and must include the following terms:
    - 4.7.1.1. Identification of the Rental Equipment including equipment specifications;
    - 4.7.1.2. Term for the Agreement;
    - 4.7.1.3. Rental fee;
    - 4.7.1.4. Damage Deposit;
    - 4.7.1.5. Any responsibilities for transportation of the Rental Equipment including any applicable fees;
    - 4.7.1.6. Any special requirements for set up/operation of the Rental Equipment including requirements of certified technicians if applicable and any applicable fees;
    - 4.7.1.7. Any restrictions or responsibilities for Rental Equipment use, including but not limited to requiring:
      - 4.7.1.7.1. The renter respect all safety procedures and comply with all applicable restrictions, instructions and laws;
      - 4.7.1.7.2. The Rental Equipment only be used by the Renter for the identified event/use;
      - 4.7.1.7.3. The renter not deface or damage the Rental Equipment.
      - 4.7.1.7.4. The renter shall hold a valid training certificate if required to operate or set up/tear down the Rental Equipment.
    - 4.7.1.8. Insurance requirements of the renter to have at minimum comprehensive general liability insurance of \$2,000,000 and property insurance not less than the replacement cost of the Rental Equipment naming the City of Cold Lake and its officers, employees, agents and volunteers as an additional insured.
    - 4.7.1.9. Requirements for the condition of the Rental Equipment's return including potential damage or cleaning costs.

- 4.7.1.10. Liability clause which stipulates that rental and use of the equipment shall be at the risk of the Renter.
- 4.7.1.11. Contract termination clause.
- 4.7.1.12. Indemnification clause whereby the Renter indemnifies and holds harmless the City from any claims or losses related to the equipment rental and/or use.

#### **4.8 Pre-Rental Risk Management Measures**

- 4.8.1 Prior to releasing any Rental Equipment to a renter, the ~~Recreation~~ **Programs and Services** Manager is responsible to ensure that the following documents are within the City's possession:
  - 4.4.1.1 a fully executed and completed Rental Equipment contract;
  - 4.4.1.2 the full rental fee;
  - 4.4.1.3 the full damage deposit;
  - 4.4.1.4 an insurance certificate with the required coverage as specified in the rental contract;
  - 4.4.1.5 a fully executed and completed pre-rental inspection form;
  - 4.4.1.6 a fully executed and completed orientation/training checklist.
- 4.8.2 Rental Equipment shall be inspected by a designated City of Cold Lake employee prior to being rented. The City approved pre rental inspection form must be filled out completely identifying any deficiencies related to the Rental Equipment.
- 4.8.3 The City shall provide the renter with an orientation/training for the Rental Equipment prior to releasing the Rental Equipment. The City approved pre-rental orientation/training checklist must be filled out completely identifying all areas where the renter has been provided information about the Rental Equipment. The City shall also provide the renter with written instructions.

#### **4.9 Post-Rental Risk Management Measures**

- 4.9.1 Upon the return of the Rental Equipment, the Rental Equipment must be inspected by a designated City of Cold Lake employee. The City approved post rental inspection form must be filled out completely identifying any deficiencies related to the Rental Equipment.
- 4.9.2 Should any deficiencies be observed, the City shall reduce the damage deposit accordingly, and/or seek other avenues to recoup any costs pertaining to the deficiencies.

### **5.0 References**

### **6.0 Persons Affected**

The Recreation Department and general public are affected by this policy.

### **7.0 Revision/Review History**

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Date

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Chief Administrative Officer

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Date

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Mayor

## Appendix A Rental Equipment List

Equipment Type	Specifications
<b>Mobile Stage &amp; Trailer</b>  Serial Number: 2N9SL1000GA045802	Load bearing capacity: 6,500 lb Roof lifting capacity: 3,800 lb Sound wings load bearing capacity: 1,600 lb Sound rig height: (max) 19'-9" Roof rig height: (from deck) 14'-5" to 13'-2" Overall height from ground: 24' Deck height: 3'-6" to 4'-3" Deck: rated at 100 lb/sq. ft Roof: fiberglass bonded to aluminum Floor: 24' by 20' plywood 4 rigging points, trusses and rigging bars 2" tubing (50.8mm) 2 sound rigging extensions: 800 lb per side 2 sound wing areas: 8' x 8' with guardrails 1 rooftop banner support: up to 37'-5" x 3'-11" 2 lateral banner supports: up to 6' x 16' Fire retardant windwalls for 3 sides Skirting Guardrails 1 stairway with handrails
<b>Community Tandem Axle BBQ</b>  Serial Number: 2N9FD7300G2821126	2,000 lb. tandem axles 14" chrome wheels Stainless steel lids & Burner Box One removable aluminum griddle 12 - 30,000 BTU "H" burners Approved propane hoses, valves and fittings 4 - temperature gauges Insulated front and rear coolers Overall length: 188" Overall width: 68" Burner box dimensions: 84" X 44" 1 sink 1 Fire Extinguisher 1 Propane Tank (approx. 100lbs) Various cooking utensils Grill Stone & Grill Wire Brush 1 Tarp – Blue in Color
<b>Bleachers</b>  Serial Number: 1XCBV2111G3003205  Serial Number: 1XCBV2113G3003206	8 rows x 21' 112 seating capacity 24" row spacing 12VDC hydraulic system with remote Aluminum frame and seat planks Back and side guardrails Max towing speed of 60MPH Electric brakes Highway lighting package Auto deploying jacks

Air Support Equipment	Castle Bounce House Giant Slide Obstacle Course Rainforest Run Roaring Rainforest Double Slide Tiki Bounce with Slide Tiki Island Treehouse Bounce House
Movie Screen Inflatable	Airscreen Aeropros 24' x 13'6" Front Projection 4700 ANSI Projector HD Console, Rack Case 2-QSC K8 speakers, 1,000 watt

End of Appendix "A" to the Equipment Rental Policy

## Appendix B Fees

### Rental Fee

Equipment Type	Standard Rental Fee	Non-Profit Rental Fee
Mobile Stage & Trailer*	\$2,000 (1 day rental) \$1,000 per day (additional days)	<del>Free</del> \$1,000 (1 day rental) \$500 per day (additional days)
Community Tandem Axle BBQ	\$500 (1 day rental) \$250 per day (additional days)	<del>Free</del> \$250 (1 day rental) \$125 per day (additional days)
Bleachers (2 sets are potentially available)	\$500 (1 day rental) per set \$250 per day (additional days) per set	<del>Free</del> \$250 (1 day rental) per set \$125 per day (additional days) per set
Castle Bounce House	\$250 (4 hour rental) plus \$100 per hour	\$125 (4 hour rental) plus \$100 per hour
Giant Slide	\$400 (4 hour rental) plus \$100 per hour	\$200 (4 hour rental) plus \$100 per hour
Obstacle Course	\$500 (4 hour rental) plus \$100 per hour	\$250 (4 hour rental) plus \$100 per hour
Rain Forrest Run	\$500 (4 hour rental) plus \$100 per hour	\$250 (4 hour rental) plus \$100 per hour
Roaring Rainforest Double Slide	\$400 (4 hour rental) plus \$100 per hour	\$200 (4 hour rental) plus \$100 per hour
Tiki Bounce with Slide	\$400 (4 hour rental) plus \$100 per hour	\$200 (4 hour rental) plus \$100 per hour
Tiki Island Bounce House	\$250 (4 hour rental) plus \$100 per hour	\$125 (4 hour rental) plus \$100 per hour
Treehouse Bounce House	\$250 (4 hour rental) plus \$100 per hour	\$125 (4 hour rental) plus \$100 per hour
Inflatable Movie Screen	\$3,000 (2 hour rental) plus \$100 per hour	\$1,500 (2 hour rental) plus \$100 per hour



\*In addition to the Rental Fees, the City may charge a Transportation Fee and a Certified Supervision Fee as per the Schedule attached to the rental contract.

End of Appendix “B” to the Equipment Rental Policy