

	POLICY & PROCEDURE	PROCEDURE NUMBER: 240
	Subject: EQUIPMENT RENTAL	EFFECTIVE DATE: 01/01/2015

I. Abstract

Arizona Swimming (“AzSI”) maintains certain electronic and related equipment necessary to run competitive swim meets and, from time to time, rents that equipment to member clubs, as defined in §2.2.1 and §2.2.3 of the AzSI Bylaws, and, to a very limited extent, other tax exempt organizations who are not members as defined above of AzSI.

II. Equipment available for rental

A. AzSI maintains four ‘classes’ of equipment. AzSI uses Colorado Timing equipment.

1. Full automatic system consisting of System 5, Colorado Start Stand, and sufficient touch pads, buttons, cords, printers, stop watches etc. to run an 8 lane meet with pads at one end.
 - a. Such equipment is delivered in the AzSI Equipment trailer available for pick up at the AzSI Storage Unit
 - i. Pick up and return of the trailer is to be coordinated with the Equipment Coordinator. The Equipment Coordinator may be reached via email at equipment@azswimming.org.
 - ii. Such rentals are subject to the Pick up / Return fee. See below.
2. Two Full automatic system consisting of System 5, Colorado Start Stand, and sufficient touch pads, buttons, cords, printers, stop watches etc. to run two 8 lane courses with pads at one end or one course with pads at both ends.
 - a. Such equipment is delivered in the AzSI Equipment trailer available for pick up at the AzSI Storage Unit.
 - i. Pick up and return of the trailer is to be coordinated with the Equipment Coordinator. The Equipment Coordinator may be reached via email at equipment@azswimming.org
 - ii. Such rentals are subject to the Pick up / Return fee. See below.

3. Semi-automatic timing system consisting of System 5, Colorado Start Stand and sufficient buttons, cords, printers, bells, stop watches etc. to run a meet in 8 lanes. This option does not contain touch pads.
 - a. Such equipment is delivered in large plastic bins and cases and is available for pickup at the AzSI Storage Unit.
 - i. Pick up and return of the equipment is to be coordinated with the Equipment Coordinator. The Equipment Coordinator may be reached via email at equipment@azswimming.org
 - ii. Such rentals are subject to the Pick up / Return fee. See below.
4. Miscellaneous
 - a. Should a Member Club wish to rent one or more specific piece of equipment but not the entire class, minimum charges will prevail.
 - i. Minimum rental fee shall be \$50 for each piece of equipment.
 - ii. Such miscellaneous rentals are subject to the Pick up / Return fee. See below.

All equipment shall be returned to the AzSI Storage Facility within three days after the conclusion of the rental unless other arrangements are made through the office of the Executive Director.

III. **Daily Rental Rates**

- A. Current Member Clubs.
 1. Daily rental rates for each Class of rentals are set by the Board of Directors and published on the Annual Statement of Fees published in the Document Library of the AzSI web page.
- B. Other non member tax exempt organizations
 1. Should, AzSI, at its sole discretion, decide to rent to non-member organization, the daily rental rates for the class of rental shall be at least, but not be limited to, twice the rate published on the AzSI Annual Statement of Fees. The fair value of each and every rental to nonmembers shall be subject to review and approval by the Executive Director, with the concurrence of the General Chair of AzSI taking into consideration the value of the items rented and the lack of membership in AzSI.

IV. **Rental Procedures**

- A. All rentals are on a first come first serve basis with preference given to current USA/AzSI members clubs. AzSI may, at its sole discretion, decline to rent to any member club or nonmember entity.
- B. To reserve any class of equipment the Lessee must complete the Equipment Reservation & Rental Agreement (the "Reservation"), found in the Document Library of the AzSI Web page, submitting the completed

form to the equipment coordinator and the AzSI office at the email addresses indicated on the form.

1. The Reservation form must be signed and by an Authorized Representative of the Lessee, include their title with the Lessee.
2. Rentals made three days or less prior to the start of competition will be subject to a 50% premium on all rental charges and fees.

IV. Assumption of Liability

- A. Any Member Club or non-member entity (“Lessee”) who is renting any of the AzSI equipment assumes any and all risk of damage and or loss from time of pick-up of equipment until return of equipment. Renting entity agrees to:
 1. Inspect the rented equipment and accepts that such equipment is in good working condition and repair at time of delivery to Lessees,
 - 2, Lessee will keep the equipment in good repair, except for normal wear and tear, and
 3. Lessee shall bear any and all risk of loss or damage to the equipment, including the trailer if applicable, during time such equipment is in Lessee’s possession, and
 4. Lessee acknowledges that in event of damage or loss to the rental equipment, including the trailer if applicable, Lessee shall be liable for an additional rental charge equal to the cost of repair, or, at the sole option of the Lessor, replacement of such equipment.
 5. Non-member entities shall provide to AzSI a Certificate of Insurance covering such equipment, include but not limited to equipment and trailer. Such Certificate of Insurance shall name Arizona Swimming as an additional insured for the length of the rental agreement.

V. Pick up and Return of Equipment Fee

- A. There is a Preparation for Delivery and Equipment check in fee associated with each rental.
 1. The fee for such is set by the Board of Directors and is indicated in the AzSI Annual Statement of Fees which may be found in the Document Library on the AzSI web page.

VI. Payment of Fees

- A. Rental fees for rentals by Club Members are due with the timely filed and paid Meet Reports as required by AzSI Policy and Procedure.
- B. Rental fees for rentals by non-member entities are paid in two parts:
 1. 50% due on or before delivery of equipment
 - a. Such fees are non-refundable
 2. 50% due within 7 days of return of equipment.
- C. Any rental fees not paid timely are subject to late charges as provided in AzSI policy.

Updates:

<u>Date</u>	<u>by Whom</u>	<u>Basic Abstract</u>	<u>Sections</u>	<u>Control #</u>
07/15/2015	BOD	codification of existing policy	All	15-021