

TOWN OF MORDEN
POLICY & PROCEDURES MANUAL

<i>Section</i> Community Services	<i>Classification</i> Policy
<i>Subject</i> Rental Policy for Portable Wheelchair Lift	<i>Pages</i> 4
<i>Authority</i> Council	<i>Effective Date</i> July 1 st , 2005
<i>Approved (date and resolution number)</i> December 12, 2005 – Resolution #9.2	<i>Index Number</i> C/S-005

PURPOSE:

This policy document is to establish an appropriate booking/rental system for the use of the community owned “Portable Wheelchair Lift”.

DEFINITIONS:

For the purpose of this policy the following definitions shall apply:

1. Adult – all individuals of age 18 years and over.
2. Community Organization - an organization located in the Town of Morden that serves the residents.
3. Rental Rate (Local) – The rate applied for rental of the “Portable Wheelchair Lift” where 50% or more of the group permanently reside in Morden.
4. Rental Rate (Non-Local) – The rate applied for rental of the “Portable Wheelchair Lift” where less than 50% of the group permanently reside in Morden.

PROCEDURE:

1. All bookings/rentals require a Rental Contract. (Document: Portable Wheelchair Lift Rental Contract 20050701 or replacement)
2. All bookings/rentals require a “Portable Wheelchair Lift Booking Form” that is signed out on pick up and signed in on return. (Document: Portable Wheelchair Lift Booking Form 20050701 or replacement)
3. Rental Rates are;
 - A. FREE 1 day - Local Organizations (Delivery included, Damage Deposit not Required)
 - B. \$100.00 1 day - Non-Local Organizations (Delivery not included, Damage Deposit Required)
4. Delivery will not be supplied to Non-Local Organizations, however the Recreation Centre staff will help with the loading and unloading of the lift at the Recreation Centre.
5. A damage deposit of \$250.00 will be required when the lift is being supplied to a non-local organization.
6. All rental fees are subject to GST.
7. It is the responsibility of the organization that places the booking to make sure that there is sufficient access to the building to allow the lift to enter. (55” Width, 55” Depth, 60” Height)
8. All administration of the “Portable Wheelchair Lift”, including contract administration, maintenance requirements, and liaison with renters shall be the responsibility of the Community Services Department.
9. The Town of Morden shall store the Portable Wheelchair Lift at the Morden Recreation Centre.
10. All renters shall include proof of Replacement Insurance, plus Liability Insurance to a minimum of \$ 1,000,000. This required Liability Insurance must name the Town of Morden as “co-insured”.
11. Net revenues for the “Portable Wheelchair Lift” shall go to a reserves fund for the Lift, and shall be used for repairs and maintenance of the Lift.



Town of Morden
 Barry Elliott - Community Services Department
 111 D Gilmour St, Morden, MB, R6M 1N9
 Telephone: (204) 822-5431
 Fax: (204) 822-6619
 Email: belliot@mordenmb.com

Portable Wheelchair Lift BOOKING FORM

Date:		
Name of Organization:		
Address of Organization:		
Name of Contact:		
Telephone # of Contact:	Daytime:	Evening:
Booking Location:	(Note: Dimensions of unit are 55" Width x 55" Depth x 60" Height)	
Booking Date Out:		
Booking Date In:		
Date Returned:		
Returned By:		

- NOTE:**
- The borrower agrees that the "Portable Wheelchair Lift" is to be used only by the organization shown above.
 - Any repairs required must be brought to the attention of the Community Services Department management staff and noted below.
 - The "Portable Wheelchair Lift" on loan is accepted as being operational and without defect at the time of being loaned.
 - The borrower will be required to pay all repairs or replacement costs if the lift is damaged in the course of the borrower's use.

CONDITION ON RETURN

<i>Damages or repairs noted:</i>

 Borrower's Signature

 Town Representative's Signature



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Portable Wheelchair Lift RENTAL CONTRACT

CONTRACT NUMBER:		
Event Name:		
Event Location:		
Event Time:		
Name of Organization:		
Address of Organization:		
Name of Contact:		
Contact Telephone:	Daytime:	Evening:

No of Days	Rate per Day	Subtotal	G.S.T.	P.S.T.	Total
Deposit <i>(at time of signing contract)</i>					
TOTAL					

The signatures below attest to agreement with this document, including the Terms & Conditions on the reverse side of this document. Failure to comply with any of the above shall result in the cancellation of rented time without notice or refund. Verbal agreements will NOT be recognized or honoured.

THIS CONTRACT MADE IN DUPLICATE THIS: _____ DAY OF _____ YEAR OF _____

TOWN OF MORDEN

Community Services Department
 (represented by the Director or his designate),

(Lessor)

Representative Name: _____

AND

 Organization Name

(Lessee)

Individual's Name: _____

 Lessor Signature: (Town of Morden)

 Lessee Signature: (Organization.)

SPECIAL NOTES TO THE CONTRACT:



Town of Morden
100 – 195 Stephen Street
Morden, Manitoba, R6M 1V3
Tel: (204) 822-4434 Fax: (204) 822-6494

PORTABLE WHEELCHAIR LIFT RENTAL CONTRACT - TERMS & CONDITIONS

The Town of Morden Community Services Department (hereinafter referred to as the “Lessor”) Portable Wheelchair Lift Rental Contract is a binding contract between the Town of Morden and the organization(s) or individual(s) (hereinafter referred to as the “Lessee”) named and signed on the opposite side of this sheet. This contract is subject to the following Terms & Conditions and is required that all the parties involved read and understand all the Terms & Conditions prior to signing this document.

The Lessee:

1. The Lessee shall be responsible for ensuring that the organization adheres to the terms and conditions of this contract.
2. The Lessee shall indemnify and save harmless the Town of Morden, the Lessor, its legitimate agents, directors and employees from all matters of claims, actions and liabilities that may arise out of the contract, however caused.
3. The Lessee shall pay all rental fees and charges as applied in this contract within thirty (30) days from receipt of a written invoice from the Town of Morden. Payments made after this period shall be subject to an additional late payment charge of 1.25% per month or portion thereof.
4. The Lessee shall pay 100% of the rental fees identified in this contract whether the rental has been used or not.
5. The Lessee shall pay all applicable Provincial and Federal Taxes, and all related license fees associated with their event.
6. The Lessee shall be responsible for and shall accept liability for all damages caused. A “Damage Deposit of \$250.00 may be required at the time of signing this contract. This damage deposit shall be applied towards the cost of any assessed damages, or returned to the Lessee within one (1) week of the conclusion of the event.
7. The Lessee is responsible for ensuring that there is one adult supervisor to properly control the Portable Wheelchair Lift.
8. The Lessee shall report any damage and/or accident immediately to the on-duty Recreation Centre Staff.

The Lessor:

1. The Lessor shall provide the “Portable Wheelchair Lift” in good working order.
2. The Lessor shall provide training in the operation of the lift to the appointed responsible adult from the organization that is booking the lift.
3. The Lessor shall provide the delivery of the lift for Local Organizations.
4. The Lessor shall provide assistance to Non-Local Organizations with the loading before the event and unloading the lift after the event at the Recreation Centre – not at the event.

General Regulations:

1. Cancellations must be made at least one week prior to the event.

**** Mechanical Failure ****

The Town of Morden assumes no responsibility for the interruption of rental time as a result of mechanical failure other than the refund of the applicable fees paid, or the re-assignment of rental time available.