# **Equipment Rental Agreement**

This Equipment Rental Agreement (‘Agreement’) is effective as of the date of last signature (‘Effective Date’) and is made between ‘Rossendale Drum Majorettes management committee’ and ’our members (‘Member’).  Owner and Member are hereinafter collectively referred to as ‘Parties’.

Owner loans use of the equipment free of charge (where applicable) to the Member subject to the terms and conditions of this Agreement:

Equipment is of anything that the group owns where a member is using the equipment to aid their training/performances.

We understand at times members need to take the equipment home to learn with and this agreement will apply for the duration that the member is using the equipment for until return to the group to use/store.

## All songs notes are the property of Rossendale Drum Majorettes and must be kept in confidentiality.

## Term

This Agreement shall commence from the date the member is provided with the equipment and remains in full force and effect until the equipment is returned to the group.  The member shall return the equipment each week at ‘training practice’ and present to a committee member for inspection.

## Payment

## There is no charge for members using the equipment from Rossendale Drum Majorettes, as this is included in the member’s weekly membership fee.

However, a ‘like for like’ fee will be charged to the member by the committee for damage, repair or replacement costs to the band equipment, if upon inspection the equipment has been misused/damaged/lost/stolen whilst with the Member as within this agreements terms and conditions.

## **Equipment Care**

## Equipment can only be used in a careful and proper manner and shall not be used in any way that is inconsistent with Owner’s instructions or manuals.

## **Repair and Alterations**

## The costs of all repairs made during the term shall be paid by member including but not limited to labour, material, parts and other items.  Equipment shall not be serviced or repaired, and parts and accessories shall not be replaced without Owner’s prior consent.

## **Restrictions on Use**

## Member shall not:

* Permit the equipment to be used by any person who is not authorized to use such equipment.
* Operate or use the equipment or permit it to be operated or used in violation of law.
* Operate or use the equipment or permit it to be operated or used to commit a violation of law.
* Operate, use, maintain or store the equipment in a manner likely to cause damage to the Equipment.
* Operate, use, maintain or store the equipment away from the member’s home address (unless in an RDM event or practice); and/or
* Modify, misuse, tamper or attempt to repair any of the equipment rented.
* Loss or Damage
* The member shall alert Owner to any damage to the equipment.
* Member shall be responsible for any loss or damage to equipment and loss of use, diminution of the equipment’s value caused by damage to it or repair to it and missing equipment.

**Equipment Condition**

The Condition of equipment Checklist (‘Checklist’) attached is hereby incorporate by reference.  Member acknowledges that Member has examined the equipment and that it is in good condition except as otherwise specified in the Checklist.

## **Return of Equipment**

## Member shall return equipment on the date mutually agreed or upon end of membership in the same condition as the member received it, except for normal wear and tear.  Member shall return the equipment to the agreed return location.  If equipment is not returned on said date, Owner reserves the right to take any action necessary to regain possession of the equipment.

## **Termination**

## This Agreement shall terminate on the date agreed by both parties or upon end of the member’s membership.  Owner reserves the right to terminate this agreement earlier upon 24 hours’ notice to the member.

## ***NB:*** It will be in both parties’ best interest to mutually agree collection/return of equipment to Rossendale Drum Majorettes training venue or a member of the committee within 14 days of termination of membership.

## **Ownership**

## Rossendale Drum Majorettes committee shall always retain ownership and title to the Equipment.  Member shall immediately notify Owner in the event equipment is levied, has a lien attached or is threatened with seizure. Member shall indemnify and hold Owner harmless against all loss and damages caused by such action.  Equipment shall be always deemed to be personal property, whether or not it may be attached to any other property.  All songs notes are the property of Rossendale Drum Majorettes and must not be shared out.

**Version Control**

|  |  |  |  |
| --- | --- | --- | --- |
| **Version** | **Author/Reviewer** | **Date** | **Comments** |
| RDM\_P012\_A | Simon Creasey | June 2018 | Initial Draft |
| RDM\_P012\_B | Simon Creasey | Sept 2019 | Content review |
| RDM\_P012\_C | Becky Nightingale | July 2020 | Content review and version control |
| RDM\_P012\_D | Emma Mainwaring | June 2023 | Content review |
| RDM\_P012\_E | Emma Mainwaring | **March 2024** | Content review and version control |

This policy will be reviewed on an annual basis as a minimum.

**Equipment Loan Agreement**

TERMS OF EQUIPMENT LOAN Equipment loaned to be used for practicing and performing uses only when representing Rossendale Drum Majorettes. Borrower/Parent/Guardian is solely responsible for equipment during membership or unless requested to return the equipment by the Director of Rossendale Drum Majorettes. Equipment is to be returned in good operating condition.

Equipment is to be returned with 7 days of termination of membership.

If equipment is damaged, stolen or lost, the Borrower/Parent/Guardian may be responsible for the cost of repair or replacement.

|  |  |
| --- | --- |
| Name of Borrower |  |
| Signature *(If above 18years of age).*  *Individual / Parent / Carer or Guardian* |
| Date:  |   |

* Please complete the Loan Agreement Form if borrowing any equipment.

**Loan Agreement Form**

|  |
| --- |
| **Equipment on Loan**  |
|  | Description of Item | Quantity | Used (🗸) | New (🗸) | Cost to Replace |
| 1 |  |  |  |  | £ |
| 2 |  |  |  |  | £ |
| 3 |  |  |  |  | £ |
| 4 |  |  |  |  | £ |
| 5 |  |  |  |  | £ |
| 6 |  |  |  |  | £ |
| 7 |  |  |  |  | £ |
| 8 |  |  |  |  | £ |
| 9 |  |  |  |  | £ |
| 10 |  |  |  |  | £ |
| **Loan Information** |
| **I have read and understand the terms of this equipment loan** |
| **Loan Start Date:**  |
| **Loan End Date:** |
| Equipment condition checked by Director with Borrower: Yes  |
| **Name of Borrower** | **Name of Lender** |
|  |  |
| **Signature of Borrower** | **Signature of Lender** |
|  |  |
| **Equipment Return Information**  |
| **Date Returned** |  |
| **Returned By** |  |
| **Received By** |  |
| **Equipment Return in Original State?**  | Yes No |
| **If No, Describe:**  |