

SENATE BILL #2127

Title: Revision of Campus Bicycle Library Program

Date: November 9, 2005

Authors: Student Issues Committee

Sponsors: Senators Clay, Granum, Harris, McNiven, Wilson; SAL's Chatterjee and Jang

1. WHEREAS, in the spring of 2005 the Associated Students of the University
2. of Wyoming (ASUW) invested \$3,100 in the creation of a Bicycle Library;
3. and
4. WHEREAS, ASUW recognizes that the Bicycle Library is a valuable service
5. to students including International, Undergraduate, and Graduate; and
6. WHEREAS, the bicycle provides a "sustainable, healthy, and environmentally
7. friendly option for transportation," (Senate Bill #2115); and
8. WHEREAS, the funding of the Bicycle Library is self sufficient and is
9. currently managed by the University of Wyoming Cycling Team; and
10. WHEREAS, development of accountability procedures for the administration
11. of the Bicycle Library pertaining to rental fees, designation of funds, and
12. responsibility should be defined; and
13. WHEREAS, a maintenance fund must be created and sustained; and
14. WHEREAS, a Bicycle Library fund must be created, sustained, and managed
15. by ASUW.
16. THEREFORE, be it enacted by the Associated Students of the University of
17. Wyoming that a rental fee be assessed per semester, per bicycle; and
18. THEREFORE, be it further enacted by the Associated Students of the

19. University of Wyoming that the Bicycle Library program be under the
20. supervision of the Director of External Affairs; and
21. THEREFORE, be it further enacted that a Memorandum of Understanding
22. be signed annually between ASUW and the UW Cycling Team.

Referred to: Budget and Planning Committee

Date of Passage: December 6, 2005

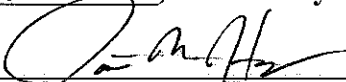
Signed:



(ASUW Chairperson)

“Being enacted on December 7, 2005, I do hereby sign my name hereto

and approve this Senate action.”



ASUW President

ASUW BICYCLE LIBRARY
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the UW Cycling Team and the Associated Students of the University of Wyoming (ASUW). It sets forth the general terms of understanding between the parties in connection with the ASUW sponsored bicycle library to be instituted in the spring semester of 2006. The parties agree and understand as follows:

1. **Purpose:** The purpose of the bicycle library is to provide University of Wyoming students with the opportunity to check out a bicycle on a per semester basis at the lowest possible cost.
2. **Stakeholders:** The bicycle library will be a partnership between the ASUW and the UW Cycling Team. ASUW will provide financial and administrative oversight and the UW Cycling Team will supervise the operation of the program.
3. **ASUW's Responsibilities:** ASUW will serve the bicycle library in the following ways:
 - a. An executive will be appointed to work in coordination with the cycling team on administrative and financial issues.
 - b. All bicycle library funds will be managed by ASUW.
 - c. ASUW will maintain a renter's agreement with all students who check out bikes as proposed in Addendum A.
 - d. The ASUW Student Issues Committee will annually review the memorandum of understand, renter's contract, and any future concerns that may arise.
4. **UW Cycling Team's Responsibilities:** The UW Cycling team will serve the bicycle library in the following ways:
 - a. The team will elect or appoint a liaison to work with the ASUW executive on administrative and financial issues. This person will also participate in the annual Student Issues review of the program.
 - b. The team will organize and manage check-in and check-out procedures including registration of bikes to students and inspection of bikes.
 - c. The team will be responsible for publicizing the program.
 - d. The team will hold check-in sessions at the beginning and check-out sessions at the end of each semester for no less than four hours a day for two days.
 - e. The team will be responsible for all maintenance on the bikes in the library.
5. **Financial Obligations:**
 - a. All funds collected will be managed centrally by the ASUW business office.
 - b. The UW Cycling team will be paid the following:
 - i. \$10 for each bike they check out each semester.

ii. An hourly wage of \$7.50 for damages beyond regular maintenance. If more than three hours are necessary for labor, the

bicycle will be replaced by the renter.

iii. Any fees assessed for late return or cleaning.

iv. Reimbursement for parts purchased given a receipt is provided.

c. The ASUW business office will manage the maintenance fund. The cycling team must turn in a requisition form for any maintenance fund requests.

University of Wyoming Bicycle Library

University of Wyoming Cycling Team

Associated Students of the University of Wyoming (ASUW)

Dept 3625 – 1000 E. University Avenue – Laramie, WY 82071 - (307) 766- 5204

Name _____ SSN/ Employee ID _____

Address: _____

Phone: _____ E-mail: _____

Bicycle, Helmet, Lock Checkout/ Check in

Bicycle ID: _____

Bicycle Name (If applicable): _____

Helmet ID: _____

Lock and Key ID: _____

Bicycle:

	Out	In
1. Tires are inflated and in good condition	_____	_____
2. Fenders are dent free, not rubbing on tires (if applicable)	_____	_____
3. Shift levels are tight to handlebars (if applicable)	_____	_____
4. Gears are in good working order (if applicable)	_____	_____
5. Brake levers are tight on handlebars (if applicable)	_____	_____
6. Handlebars, stem, and seat/ seat post are tight and in correct position	_____	_____
7. Handlebars, stem, and seat/ seat post are in good condition	_____	_____
8. Pedals are tight and spin freely	_____	_____
9. Brakes are in good working order	_____	_____
10. Wheels are true and round	_____	_____
11. Hubs are tight and spin freely	_____	_____
12. Freewheel/cassette and chain rings, are tight and in working order	_____	_____
13. Seat condition: _____	_____	_____
14. Grips condition: _____	_____	_____

Additional Comments on Condition of Bicycle at Checkout:

Additional Comments on Condition of Bicycle at Check in:

Helmet and Lock:

1. Helmet is free of cracks
2. Helmet buckles work
3. Lock is in working order

Out

In

Additional Comments on Condition of Helmet or Lock at Time of Checkout:

Additional Comments on Condition of Helmet or Lock at Time of Check in:

Checkout Date: _____

Bicycle, helmet, and lock will be returned in the same condition as when rented. Any damages will be paid for at the renter's expense upon check in.

Renter's Signature: _____ Date: _____

Staff Signature: _____ Date: _____

Check In Date: _____

Bike was returned in good working order. Staff Initials: _____ Date: _____

Bike was not returned in good working order. Staff Initials: _____ Date: _____

Estimated Repair Cost: _____ Staff Initials: _____

Actual Repair Cost: _____ Staff Initials: _____

Renter's Signature: _____ Date: _____

Staff Signature: _____ Date: _____

University of Wyoming Bicycle Library
University of Wyoming Cycling Team
Associated Students of the University of Wyoming (ASUW)
Dept 3625 – 1000 E. University Avenue – Laramie, WY 82071 - (307) 766- 5204

Name _____ SSN _____

Address: _____

Phone: _____ E-mail: _____

RENTER'S CONTRACT
Please read carefully before signing.

1. The rental fee is \$15 to be paid in cash or cash equivalent.
2. The rental fee is nonrefundable whether the equipment is used or not.
3. The deposit fee is \$75 to be paid in cash or cash equivalent.
4. The bicycle is scheduled to be checked-in on: _____ or _____
Between the times of: _____ and _____.
5. If the above dates and times for bicycle and equipment return are not feasible, it is the renter's responsibility to make special arrangements.
6. For each week or partial week after the above due dates and times that the bicycle is not checked-in, the renter will be assessed a \$10 late fee for the first week. The fee will increase \$5 for each additional or partial week.
7. The late fee(s) will be deducted from the renter's deposit.
8. The deposit will be returned in full when the bicycle is checked in; pending there are no damages or repairs necessary.
9. Preferably all repairs from damages incurred during rental period should be made prior to check in.
10. All damages or repair costs will be deducted from the deposit at cost plus labor.
11. If the cost of repair or replacement exceeds the \$75 deposit, the renter is expected to pay the difference.
12. Soiled or dirty equipment will be charged a cleaning fee at a \$5 minimum.
13. The renter assumes responsibility for the full replacement cost if any of the equipment is lost, stolen, or damaged.
14. If the difference in repair costs or replacement costs is not paid, a hold will be placed on the renter's academic records until the amount is paid in full.
15. The UW cycling team will inspect the bike both at check out and check in.
16. It is the responsibility of the renter to examine the bike prior to accepting it.
17. Bicycle, helmet, and lock are to be returned in the same condition as when rented.
18. All renters are issued a helmet and bike lock. They are encouraged to use both, as they are included with the cost of the rental.
19. All bicycles, helmets, and locks are property of the Associated Students of the University of Wyoming (ASUW)

20. The renter is responsible for abiding by all University of Wyoming, City of Laramie, and State of Wyoming bicycle rules and regulations.

21. THE RENTER ASSUMES SOLE LIABILITY FOR ANY INJURIES THROUGH MOTOR VEHICLE ACCIDENTS, IMPROPER USE, DAMAGES INCURRED, AND ASSUMES RESPONSIBILITY FOR ANY CITATIONS DURING RENTAL PERIOD.

Renter's Signature: _____ Date: _____

Inventory Numbers and Description

Bicycle ID:

Bicycle Name (If applicable):

Helmet ID:

Lock and Key ID:

Check out date: _____ Due Back: _____ Staff initials _____

Returned on: _____

Check out/ Check in forms completed: _____ Staff initials: _____

For Office Use Only

Rental Fee Amount Received: _____ Date: _____

Deposit Amount Received: _____ Date: _____

University of Wyoming Bicycle Library
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Associated Students of the University of Wyoming (ASUW)
Dept 3625 – 1000 E. University Avenue – Laramie, WY 82071 - (307) 766- 5204

Renter's Name: _____

Bicycle ID: _____

Explain Damage:

Explain Repairs: (Time for repairs, parts needed, and costs. Please attach any receipts.)

Date of Repair: _____

Individual who completed the repairs: _____

Bicycle Library liaison Signature: _____

ASUW Director of External Affairs Signature: _____

Date Received in ASUW Business Office: _____

Date Paid: _____

ASUW Office Manage Signature: _____