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 of Wyoming (ASUW) invested $3,100 in the creation of a Bicycle Library;

2. and

3. WHEREAS, ASUW recognizes that the Bicycle Library is a valuable service to students including International, Undergraduate, and Graduate; and

4. WHEREAS, the bicycle provides a "sustainable, healthy, and environmentally friendly option for transportation," (Senate Bill #2115); and

5. WHEREAS, the funding of the Bicycle Library is self sufficient and is currently managed by the University of Wyoming Cycling Team; and

6. WHEREAS, development of accountability procedures for the administration of the Bicycle Library pertaining to rental fees, designation of funds, and responsibility should be defined; and

7. WHEREAS, a maintenance fund must be created and sustained; and

8. WHEREAS, a Bicycle Library fund must be created, sustained, and managed by ASUW.

9. THEREFORE, be it enacted by the Associated Students of the University of Wyoming that a rental fee be assessed per semester, per bicycle; and

10. 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:** [Signature]

(ASUW Chairperson)

"Being enacted on December 7, 2005, I do hereby sign my name hereto
and approve this Senate action."

[Signature]

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 (AS UW)
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:

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:
__________________________________________________________________________________
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Additional Comments on Condition of Bicycle at Check in:
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**Helmet and Lock:**

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Additional Comments on Condition of Helmet or Lock at Time of Checkout:
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Additional Comments on Condition of Helmet or Lock at Time of Check in:
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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: ____________
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
University of Wyoming Cycling Team
Associated Students of the University of Wyoming (AS UW)
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: _______________________________________

AS UW Director of External Affairs Signature: ____________________________

Date Received in AS UW Business Office: ________________________________
Date Paid: ____________________________________________________________

AS UW Office Manage Signature: ________________________________________