

Policy: Equipment Use and Rental (Draft 5 February 20, 2001)

1.0 INTRODUCTION

This policy pertains to the approval of potential users of KCR equipment and includes rentals.

1.1 Definitions

Member	a paid member of the Co-op.
Non-Member	one who is not a member, nor a member of a body which has a group membership in the Co-op.
Guest	non-member signed in by a member.
Use	all uses including commercial rentals
West Kootenays	from the US border in the south to the Galena ferry dock/ Trout Lake/ Argenta line in the north, and from Creston/ the east shore of Lake Kootenay in the east, to Greenwood/ Needles ferry dock in the west along highways three and six.

2.0 AVAILABLE EQUIPMENT

The Technical Committee maintains an updated list of equipment available for use.

KCR's broadcast frequency is the property of KCR, and as such is never to be rented. There shall be no exceptions to this rule. Any rental of the on-air studio for broadcast must be on condition that the signal is reset to another frequency. This resetting shall be accomplished by a KCR Technician and his/her labour paid for at his/her determined rate of pay. All other steps necessary to use KCR equipment for broadcast on a different frequency shall be the responsibility and expense of the renter.

3.0 ELIGIBILITY

Members, and non-member with a trained member, may rent from KCR. The Technical Committee maintains a list of KCR-trained personnel who are approved and interested in being hired.

Only a person able to fulfill a Use Agreement including requirements for deposit and damage replacement – see below. Proof of this will be required.

Members and guests must have attended an applicable training session on the piece of equipment that they intend to use. New members must wait one week (?) after becoming a member before they can borrow KCR equipment.

KCR is committed to free speech, to balance and to airing many opinions. KCR requires that an applicant wishing to rent KCR equipment outline the nature of the product they wish to make in the studio premises, and the intended uses of the product. This information is provided in the Equipment Use Application Form, as applicable – see *Equipment Use Procedure*. The application must be approved by the Station Manager or designated authority before the renter is allowed to take equipment. Followup compliance is not carried out. The product is the sole property of the renter.

Individuals who feel they should be exempt to these requirements can make application in writing to the Station Manager explaining why they deserve exemption.

The KCR studio may be rented on a per-hour basis for purposes consistent with the KCR Mission Statement (or for community purposes in harmony with the Rules of the Co-op). Rental will be timed to end before any broadcast activity begins, with a half-hour minimum.

4.0 USE AGREEMENT

All users of KCR equipment shall sign a use agreement prior to taking any equipment under their responsibility.

4.1 Components

. The Use Agreement contains the following components:

- intended use
- where it will be used
- description of period of use
- cost, if applicable
- damage deposit, if applicable

4.2 Deposits and Charges

A damage deposit will not be required of members or guests if the product is to be used for KCR-related business. In that case, there shall be a system of personal accountability, however if damage occurs, the user is responsible to KCR for the value of the damage. If the user does not pay the costs, the Station Manager may at her discretion suspend member privileges until the sums are paid in full.

A renter's deposit must be worth partial value of the equipment. The damage deposits shall be no less than 20% of the value of the equipment rented and must be provided to the Station Manager before the equipment rental can commence. For a commercial or personal rental, a deposit shall be held by the Station Manager, and returned only when the SM is satisfied the equipment is in the same state of repair as when the renter received it.

Payment of rental charges is handled by the Station Manager and is usually provided when the equipment is returned.

Renters are responsible for a damage deposit as with equipment uses, to be determined by the amount of risk the renter wishes. Higher risks mean higher damage deposits. Risk Assessment and rates are the decision of the Station Manager and the Technical Co-ordinator and rates may be revised from time to time.

If the product of the equipment in question is material to be used for KCR broadcast, then there shall be no rental charges for members of KCR. If the use of the product is for personal, non-KCR purposes, rent is charged.

4.3 Authorized Location of Use

Under no circumstances shall portable field recording equipment leave the West Kootenays

The first version of this policy was made official on February xx, 2000.