

Rainier Agility Team
Policy Governing the Rental of RAT Equipment
by For-Profit Entities
Approved by the RAT Board of Directors October, 2002

This Policy covers the rental by for-profit entities (for example, for-profit corporations, partnerships, sole proprietorships) of agility equipment owned by Rainier Agility Team (“RAT”) for a fun match or seminar (the “Event”). The RAT Board of Directors is encouraged to use its discretion and common sense in considering renting equipment to for-profit entities. This Policy is not intended to discourage or restrict loans of equipment to other non-profit agility clubs.

1. **Objectives of RAT.** Any rental of RAT equipment by for-profit entities must be consistent with the objectives of RAT as set forth in Article II of the RAT Constitution and Bylaws:
 - A. To promote the sport of international style dog agility for participation by all dogs regardless of pedigree or breed(s);
 - B. To educate members and public about the sport of international style dog agility for participation by all dogs regardless of pedigree or breed(s);
 - C. To do all in its power to protect and advance the interests of international style dog agility for participation by all dogs regardless of pedigree or breed(s) by encouraging sportsmanlike competition and responsible dog ownership.

2. **Event Proposal.** Any for-profit entity desiring to rent RAT equipment for an Event must present a written proposal (the “Event Proposal”) to the RAT Board at least thirty (30) days prior to the proposed date of the Event. The Event Proposal shall describe the Event and the equipment that the for-profit entity desires to rent.

3. **Basic Requirements.** In the Event Proposal, the for-profit entity must designate (a) a Person In Charge (“PIC”) at the Event who must be competing at the Masters/Elite or Excellent level at sanctioned agility trials and (b) a member of good standing (MIGS) of RAT (“Supervising RAT Member”) who will agree to be present at the event site throughout the Event. The PIC and the Supervising RAT Member may be the same person. RAT members must be offered a discount, in an amount to be determined by the RAT Board, on any fees or tuition charged for the Event. If the number of participants is limited, priority admission must be given to RAT members. The RAT equipment may only be used at a designated RAT training site.

4. **Review by RAT Board.** The RAT Board will consider whether the Event Proposal is consistent with the club objectives and whether the date of the proposed Event conflicts with RAT-sponsored events. RAT-sponsored events, including but not limited to practices, seminars and agility classes will always be given priority in scheduling use of RAT equipment. To be passed, the Event Proposal must be approved by a majority vote of the RAT Board. The Board reserves the right to refuse any Event Proposal in its sole discretion. The Board may restrict equipment use to designated pieces of equipment.

5. **Obligations of For-Profit Entity.** If the RAT Board approves the Event Proposal, the for-profit entity must:
- (a) present proof of liability insurance coverage appropriate for the Event at least ten (10) days prior to the Event;
 - (b) pay a rental fee for the Equipment at least five (5) days prior to the Event in an amount determined by the RAT Board of Directors;
 - (c) make a security deposit (the “Security Deposit”) to cover damage to the RAT equipment in an amount set by the RAT Board at least five (5) days prior to the Event. The Security Deposit will be refunded to the for-profit entity within 30 days after the Event, provided that there has been no loss or damage to equipment belonging to RAT resulting from the Event, all equipment used in the Event has been properly stored, there has been no damage to the facility, and the PIC of the event has made all reasonable efforts to leave the facility clean and in good order. Final determination that these conditions have been met will be made by a member of the RAT Equipment Committee, by a member of the Board designated by the Chair of the Equipment Committee, or by a member of the Board if there is no Equipment Committee. In the event of loss or damage to the facility or to equipment owned by RAT resulting from the Event, the Security Deposit will be used to cover the cost of such loss or damage;
 - (d) no later than five (5) days after the Event, deliver to the RAT Board an original waiver signed by each participant at the Event that releases RAT and its officers and directors from liability for damages, loss or injury arising out of activities at the Event.