Section: Business and Support Operations Section Number: 3.6.4

Subject: Loan and Use of University Equipment Date of Present Issue: 06/17/99

Date of Previous Issues:

07/72

## POLICY:

It is the practice of Lake Superior State University not to allow equipment to be used at locations other than those locations where the equipment is assigned. In no instance is University equipment to be used for personal use.

Equipment reassignment: When necessary to assign equipment to a different department or area location, the supervisor in charge will process an equipment transfer form to the inventory officer in the University Business Office.

Off-campus Use of University Equipment: When it becomes necessary for staff to use University equipment off campus for the purpose of meeting job responsibilities, the employee's supervisor must be advised in writing.

Loaning of University Equipment (to organizations or groups): University equipment will not be loaned except under unusual circumstances and only when the following conditions are met:

- 1. The use does not conflict with a University need.
- 2. The individual or organization assumes full responsibility for the condition, transportation, and operation of the equipment.
- 3. The individual or organization assumes full liability, holding the University harmless from any and all claims related to transportation, installation, and set up, dismantling or other effects of the use, operation, condition and handling of the equipment.
- 4. The individual or organization assumes full liability for the loss or destruction of the equipment.
- 5. There is mutual benefit in responding to the request for good will and continuing working relations.
- 6. A certificate of liability insurance has been issued to Lake Superior State University as additional insured and approved by the Risk Manager.

Requests to borrow equipment must be in writing and approved by the department manager using the University consignment form. A copy of the approved request will be maintained in the Risk Management office.

Small equipment within the Maintenance & Food Services departments may be loaned if the department manager deems appropriate. The equipment can be loaned with a cash deposit and completion of the consignment form. (An adequate cash deposit is required to warrant immediate return after use.)

On-campus Use of University Equipment/Facilities: Members of the University staff shall not use University facilities to repair personal property of any type. University supplies and materials may not be used by any staff member for their personal need.

Exceptions to this policy may be made by the Vice President of Business and Financial Operations or designee, when it is in the best interest of the University to do so.

Personal Equipment

The University does not encourage staff to bring personal equipment on campus. If this occurs, the University accepts no liability for damage or theft. Personal equipment is not covered by University insurance, regardless of loss.

Insurance Requirements
For Individual or Organization
Using LSSU Equipment

Certificates of Insurance evidencing the following coverages must be forwarded to the LSSU Risk Manager prior to the loaning of equipment. The certificate should be mailed to:

Director of Purchasing & Risk Management Lake Superior State University 650 W. Easterday Avenue Sault Ste Marie MI 49783

or

Faxed to: (906) 635-2111

The certificate must reflect the following detail to be acceptable:

The certificate must name Lake Superior State University as the certificate holder

The certificate must name Lake Superior State University as an additional insured, with the exception of Workers' Compensation

The policy period is current for the dates indicated for the use of the loaned equipment

A minimum of a 30 day written notice of cancellation and/or material change to the coverage evidenced.

The individual or organization agrees to forward immediately to the LSSU Risk Manager renewal certificates of insurance should any of the insurance coverages evidenced expire during the term of the contract.

1. The individual or organization agrees to procure and maintain at its own expense public liability and property damage liability insurance including premises and operations, product liability, completed operations liability, contractual liability and broad form property damage liability with limits of \$1,000,000 each occurrence for bodily injury and property damage.

2. The individual or organization shall procure and maintain, at its own expense, automobile liability for all trucks, trailers, or other motor vehicles owned, hired, operated or used by the individual or organization with limits of \$1,000,000 each occurrence for bodily injury and property damage.
3. The individual or organization shall provide Workers' Compensation for all its full-time and part-time employees in accordance with the laws of the State of Michigan.
Lake Superior State University Consignment Form

The using individual or organization listed above assumes full responsibility for the transportation, installation, set up, dismantling or other effects of the use, operation, condition and handling of the equipment. In the event the equipment is not returned by the date agreed upon above, there will be a penalty of \$100 per day for every day equipment

The individual or organization listed above also assumes full liability for the equipment and shall defend, indemnify, and hold harmless Lake Superior State University, its officers, agents, and employees, from and against any and all actions, suits, demands, losses, claims, liabilities, and expenses arising from individual or organization use of the

Date

Date

Organization:

(Individual authorized to assume responsibility)

Name:

Address:

Equipment:

equipment.

Agreed

LSSU:

Consignment Form

Organization:

Authorized Signer:

LSSU Department:

Date to be Returned:

not returned beyond the agreement.

Lake Superior State University

Name & Title

Name & Title