RESOLUTION NO. 2023-6

A RESOLUTION TO SET EQUIPMENT RENTAL RATES FOR VILLAGE PROPERTY

BE IT RESOLVED BY THE CHAIRPERSON AND THE BOARD OF TRUSTEES OF THE VILLAGE OF CLEARWATER, NEBRASKA, AS FOLLOWS:

Section 1. Residents, businesses, and nonprofit organizations of Clearwater may request use of certain equipment and personal property and services of the Village. Any such equipment or personal property must be operated by Village personnel. Upon receipt of said request, Village personnel will evaluate the same to determine whether: (a) Village personnel have the time to complete said request; (b) Village personnel are qualified to perform the same; and (c) the risk of completing the request is acceptable. If the request is approved, the following rental rates apply:

A. loader/backhoe - $90/hr. + employee time;
B. mower - $50/hr. + employee time;
C. dump truck or straight truck - $75/hr. + employee time;
D. skid loader - $75/hr. + employee time;
E. employee time - $25/hr.; and
F. photocopies – 25 cents per page

Section 2. Prior to receiving the equipment, property, or services specified above, the person requesting the same must sign a waiver of liability, attached hereto as “Exhibit A”, unless the requestor is only asking for photocopies.

Section 3. All resolutions or parts of resolutions in conflict be and are hereby repealed.

PASSED AND APPROVED this 13 day of February, 2023.

_____
Chairperson

ATTEST:

_____
Village Clerk

Exhibit A

Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement

In consideration of the furnishing of Village equipment, personal property, and services performed by Village personnel requested by the undersigned (hereinafter the "Request"), the undersigned agrees to the following regarding the Village of Clearwater, Nebraska, and its agents, employees, officers, directors, affiliates, successors, and assigns (hereinafter referred to as the "Releasees"):

I believe that the request is safe for both Village personnel, myself, and third parties. If I believe anything is unsafe, I will immediately advise Village personnel.

I fully understand that the request and its associated activities are inherently dangerous, and I hereby agree to assume any and all risks for property damage, personal injury or death that may result from the request and actions of the Village personnel to carry out the request. There may be other risks not known to me or that are not readily foreseeable at this time, and I also assume any and all risks that may result from unknown or unforeseeable risks.

I hereby release, discharge and covenant not to pursue legal action against the Releasees from any and all liability and damage to me (including my personal representatives, assigns, heirs and next of kin), and property under my care and control caused or alleged to be caused, in whole or in part, by the negligence of the Releasees or otherwise.

If, despite this release, I or anyone on my behalf makes a claim against the Releasees, I agree to defend, indemnify and save and hold harmless the Releasees and each of them from any litigation expenses, attorneys fees, loss, liability, damage, or cost that they may incur due to the claim made against any of the Releasees, whether the claim is based on the negligence of the Releasees or otherwise.

If any portion of this release and waiver of liability, assumption of risk, and indemnity agreement shall be determined to be unenforceable, the remainder of this release and waiver of liability, assumption of risk, and indemnity agreement shall be unaffected and shall remain in full force and effect.

I voluntarily sign this release and waiver of liability, assumption of risk, and indemnity agreement on my own behalf. I have read this release and waiver of liability, assumption of risk, and indemnity agreement, understand that by signing it I give up substantial rights I would otherwise have to recover damages for losses occasioned by the Releasees' fault, and sign it voluntarily and without inducement. I am 19 years of age or older, not under the influence of drugs or alcohol and I am mentally competent to enter into this release and waiver of liability, assumption of risk, and indemnity agreement.

_____

Printed Name Date

_____

Signature