

Vassar Student Association  
Charter of the Capital Loans System

1. Introduction

This document establishes the Capital Loans System (the "CLS"), in order to supplement the capital budgeting that takes place once per semester. Under the CLS, the Vassar Student Association (the "VSA") shall purchase various items requested by organizations and shall loan those items, at its discretion, according to its policies and procedures, including those described herein and contained in any agreement between the VSA and the organization.

2. Obligation of the VSA

- A. The VSA Vice President for Finance (the "VPF") will be responsible for maintaining an inventory of all capital items available for loan on the VSA web site.
- B. All requests for capital loan are subject to the VPF and VSA Finance Committee's discretion.
- C. If a request is granted, the VPF shall be responsible for taking all steps necessary to effectuate the loan, including all necessary documents and the delivery of the item.
- D. The VSA shall be responsible for maintaining all CLS inventory items in good working condition, except as provided for herein.

3. Obligations of the Requesting Organization

- A. The requesting organization (the "Organization") shall remain, in all instances, the sole party responsible to the VSA for the loaned item (the "Capital"). It is expressly restricted from entering into any agreement which changes the nature of that relationship.
- B. The "Organization" shall act in accordance with the loan agreement between itself and the VSA, including, but not limited to, clauses relating to the duration and purpose of the loan.
- C. The Recipient acknowledges that the VSA is responsible for repairing only normal wear and tear to the Capital. The VSA is not responsible for any intentional, willful, or unnecessary mistreatment including, but not limited to, loss, destruction, physical damage, or loss of function beyond normal wear and tear. Recipient agrees that, in the event any damage is done to the Capital beyond acceptable wear and tear, it remains responsible for returning the Capital in good working condition to the VSA or replacing it, as necessary.
- D. Recipient acknowledges that the VSA is responsible for maintenance only if it

provides effective notice, in writing, to the VPF of needed maintenance including at a minimum, the Capital in question, the maintenance required, and a contact within the Organization within 10 days of first discovery of the maintenance requirement. Failure to properly give notice shall waive the VSA's obligation to maintain and pass the same to the Organization. Furthermore, the Recipient is required to give effective written notice to the VPF within 5 days of any damage, destruction, or loss of the item and provide a written plan to address the same.

### 3. Termination & Fines

- A. The VSA Vice President for Finance may fine the Organization, in accordance with the procedures laid out more fully in the VSA Constitution at Section 21, for any violation of this Agreement. In the event the item is lost, damaged, or destroyed the Organization may be fined a sum in an amount to be determined, but in no event greater than the initial purchase cost of the Capital. In the event the Organization fails to return the capital timely, in accordance with the Agreement, it may be fined up to 10% of the purchase cost of the Capital per week, exclusive of breaks. After 10 weeks the Agreement shall be deemed to expire. At the end of a school year, if an item of Capital has not been returned, the agreement governing that item shall be deemed to expire and the Organization shall be charged for the Capital in full.
- B. The VSA Council may terminate its loan of an item, for any reason, with or without cause, by passage of a Resolution, in accordance with its governing documents and usual custom and practice.
- C. The Organization may terminate the loan at any time by returning the Capital to the VPF.

### 4. Adoption

Adopted September 11, 2011 by the VSA Council in accordance with its governing documents.