



**Subject:** TROLLEY RENTAL POLICY & STANDARD OPERATING PROCEDURES

**Effective:** March 15, 2019

## 1. PURPOSE

The City owns and operates trolleys for the purpose of serving the public transportation need throughout the City. Individuals and/or parties may rent these trolleys for private use, in which case this policy and standard operating procedure (SOP) will govern.

## 2. POLICY

- a. This policy and standard operating procedure is in addition to the requirements of all applicable State and Federal Laws.
  - i. By renting the trolley the renter agrees to comply with all local, state and federal safety laws (such as OSHA), as well as the safety rules and regulations listed herein.
- b. The City may rent their trolleys to private individuals and/or parties when and if all of the following conditions are met:
  - i. City trolleys are available and are not in use to serve a public transportation need;
  - ii. City trolleys are in good working order as well as safe operating condition;
  - iii. The weather and roadways are deemed safe for driving by a City representative;
  - iv. A qualified and licensed City provided driver is available and present at the time of rental;
  - v. A signed rental agreement has been received and approved by a City representative;
  - vi. Full payment has been received by a City representative.

## 3. PROCEDURES

- a. Reservations
  - i. The City will rent its trolleys on a first come, first serve basis.
  - ii. Reservations, must be made a minimum of 2 weeks in advance of the rental date.
- b. Payment
  - i. Fee Structure
    1. The trolley is rented on a flat and all-inclusive \$150 per hour rate basis.
      - a. A two hour minimum rental is required.
      - b. Fee is due at the time of reservation.
  - ii. Deposit
    1. A deposit fee that is equal to your rental fee is due before boarding.
    2. The deposit fee will be held for damages or rental overages. The deposit fee will be returned at the end of the rental if there are no overages or damage.
  - iii. Rental Period
    1. Exceeding Rental Period
      - a. All time exceeding the agreed rental timeframe will be charged on an hourly basis at 1.5 the agreed upon hourly rate.
        - i. Circumstances due to nature, mechanical failure, or driver error that cause the rental to extend beyond the agreed rental period timeframe will not be charged to the rental party.

- ii. Deposit fee will be used for payment.
  - iv. Damage
    - 1. The renting party will pay for any and all damage that is a result of their party's actions.
      - a. Deposit fee will be used for payment. Should the charges be more than the deposit, the renter will be invoiced with payment expected ASAP.
- c. Cancellations
  - i. The City reserves the right to cancel any reservation at any time if inclement weather or unsafe equipment conditions exist.
  - ii. General Refunds:
    - 1. A minimum of 2 week notice of cancellation is required from the renter in order for the fee to be refunded.
      - a. A reservation cancellation must be made in writing (email is okay) to the City representative.
  - iii. Inclement Weather
    - 1. If the weather and/or roadway are deemed unsafe for operation by a City representative prior to the reserved time, the reservation will be cancelled and deposit refunded.
    - 2. If the weather and/or roadway become unsafe during operation, as deemed by a City representative, the rental will end, all passengers will be transported to safety, and all unused time will be refunded.
  - iv. Equipment Failure
    - 1. In the event the trolley is unable to operate in a safe manner as mentioned in 2,b,ii a refund will be issued.
      - a. A refund of the deposit will be issued if equipment failure occurs prior to the reservation time.
      - b. If the failure occurs during the rental, the rental will end, all passengers will be transported to safety, and a full refund will be provided.
        - i. If a backup trolley is available and provided no refund will be issued
          - 1. The transition time between trolleys will not be charged to the renting party and additional time of the rental will be considered.
  - v. Driver No-Show
    - 1. In the event the driver does not show up and the rental is not able to begin, a full refund will be issued.
    - 2. Unless otherwise provided for in this policy, if at any time the driver leaves the renters stranded and is unable to be contacted to arrange for pick up, a full refund will be issued.
  - vi. Renter ending reservation early
    - 1. Unless otherwise provided for in this policy, no refunds will be issued for unused rental time.

#### **4. LIMITATIONS / APPROVALS / RESPONSIBILITIES / ETC**

- a. Responsibilities
  - i. Renter
    - 1. General
      - a. The renter shall find the premises to be in a clean, safe condition and hereby agree to leave said premises and surrounding areas in a clean, safe condition.
    - 2. Damage
      - a. The Lessee is hereby deemed responsible for any damage or breakage to any portion of the trolley and agrees to replace in full, any damage done to the trolley while under rental.
  - ii. City Provided Driver
    - 1. Required to be present and remain with the trolley at all times for the duration of the rental.
    - 2. Required to hold a current and valid CDL.
    - 3. Prohibited from engaging in fraternization with the renting party
      - a. Use of alcohol, tobacco (including smokeless & vaping), illegal drugs, and prescription medicine that expressly prohibits driving or operating heavy machinery, is prohibited.

4. Prohibited from assisting with set up, lifting, pouring, serving, or any other activity un-related to loading passengers and operation of the trolley.
  - a. If there are special passenger loading and unloading requirements, they must be communicated at the time of reservation to the City representative.
- b. Limitations
  - i. Service area and mileage limitations
    1. The trolley will be limited to operation within a 25 mile radius from the City Municipal Building located at 100 Georgia Ave, North Augusta, SC 29841.
    2. The driver and/or city representative will determine the best and safest route that is taken between destinations.
  - ii. Overnight rentals are prohibited
  - iii. Alcohol use, tobacco use (including smokeless & vaping), and the use of illegal drugs is prohibited.
  - iv. Entertainment
    1. Use of exotic dancers is prohibited by City Ordinance Code: Article VII, Sec. 16-160, Sec. 16-164, 16-165.
  - v. Release of liability
    1. The Lessee agrees to hold harmless the City of North Augusta in any way for any accident or injury, which may occur to a person or persons on the premises during the rental period.
    2. The lessee agrees to hold harmless the City of North Augusta, for any items left unattended, misplaced, or unclaimed during or after the lessees' rental period.
  - vi. Trolley capacity
    1. The number of trolley passengers will limited in quantity to the lessor of either the approved maximum occupancy as posted in each trolley or the safest capacity deemed by the City representative.
      - a. Red Trolley = 25 seated 4 standing & 2 wheelchairs.
      - b. Green Trolley = 27 seated 7 standing
  - vii. Age requirements
    1. An adult (age 18 or older) must be present from the renting party at all times, during the use of the trolley.
  - viii. Decorations
    1. Use and type of decorations must be approved by the City representative.
      - a. Even approved decorations are subject to the damage provisions of this policy (4,a,1,3,a).

## **5. APPLICABILITY**

This policy applies to all use of City trolleys by outside parties regardless of rental payment rates.

## **6. DEFINITIONS**

- a. City Representative – A City employee that is responsible for the oversight of the trolley and/or the rental process.
- b. Public Transportation Need – A City sponsored event, parade, or as approved by the City Administrator.

## CITY OF NORTH AUGUSTA TROLLEY AGREEMENT

It is hereby agreed between the City of North Augusta and \_\_\_\_\_ that  
**Renter's Name**

The City of North Augusta's Trolley(s) will be reserved on \_\_\_\_\_.  
**Date**

Rental Times: \_\_\_\_\_ Rental Fee: \_\_\_\_\_  
**Minimum of 2 hours** **\$150 per hour**

A Deposit of \_\_\_\_\_ is due at time of reservation. *Deposit is equal to rental fee. Deposit will be returned the following weekday once rental has been inspected.*

*Renter's signature will accept the policies and procedures as stated above.*

\_\_\_\_\_  
RENTER'S NAME PRINTED

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PHONE NUMBER (S)

\_\_\_\_\_  
CITY EMPLOYEE

\_\_\_\_\_  
DEPOSIT RETURNED  
SIGNATURE & DATE