

COGS Item Rental Program Guidelines

Revised November 13, 2024

1) Purposes of Program

The Council of Graduate Students (COGS), as elected representatives of graduate and professional students, uses the funds collected through taxation to partially support various graduate activities and organizations. COGS discretionary funding and property purchased with said funding is used to enhance, encourage, and promote the academic, social, cultural, and economic aims of graduate and professional students. COGS seeks to support events which integrate socially, culturally, or intellectually diverse groups, and those which benefit the greatest number of graduate and professional students. Such events provide the most enriching aspects of graduate and professional education.

2) Eligibility for Program

Any current Graduate Student Organization (GSO) that is properly registered with MSU, has a valid RSO University Account (*account number starts with either AR or AU), and either has at least 75% of its members being graduate or professional students or holds an actively filled COGS full council seat is eligible to use the COGS Item Rental Program.

3) Regulations and Restrictions

- a. COGS rental items will only be dispersed after the renter pays a rental fee for each item rented using a valid RSO University account. The rental fee(s) will then be reimbursed to the renter upon returning the rental item(s) in acceptable condition by their associated due dates.
- b. The rental period for an item cannot exceed 7 days from the initial pickup to the final return.
- c. COGS can use its discretion and past records of item condition to determine whether an item's return condition is acceptable. If an item is deemed damaged or unusable, then the renter is liable to pay for the full cost of replacing the item using the same account charged at the initial rental time.
- d. If a rental item is not returned within 24 hours of its due date, ½ of the rental fee for that item will be forfeited. If a rental item is not returned within 48 hours of its due date, the entire rental fee for that item will be forfeited. If a rented item is not returned within 7 days of its due date, the renter is liable to pay for the full cost of replacing the item with the RSO University Account used for the initial rental.
- e. The items included in the COGS Item Rental Program and their associated rental fees can be updated by a resolution from the COGS Full Council at any point throughout the year. Changes to rental fees will only affect items that are not being rented at the time of the change. If a renter is in possession of an item when a rental fee change occurs, the renter will not incur any updated fees, but the updated fees will be charged for the next renter.
- f. COGS rental items cannot be used to support revenue positive events or fundraisers, except charitable events.
- g. COGS rental items cannot be used to support political issues, referenda, or candidates for elected office.
- h. The renter cannot require any MSU graduate and professional students to pay to use a COGS rental item.
- i. If a renter violates any guidelines, restrictions, or regulations of the COGS Item Rental Program, they may be temporarily barred from making future rentals.

4) Application and Submission of Requests

- a. All item rental requests are to be completed and submitted online. Requests must be submitted at least 7 days before the beginning of the requested rental period. Once the request is submitted, it will be reviewed by the COGS Office. If the requested item(s) are available for rental, it can be picked up by the renter on the first day of their requested rental period during hours when the COGS Office is open.
- b. Rental items must be returned to the COGS Office during hours when the COGS Office is open.
- c. Eligible and valid rental requests will be resolved on a first-come, first-served basis according to the submission timestamps on the online rental requests.
- d. The COGS President, advised by the COGS Treasurer and COGS Vice President of Internal Affairs, has the final say in determining whether a rental request meets the eligibility criteria and regulations found in these guidelines.
- e. When picking up rental items, renters are responsible for coordinating an exact time to pick up the rental items from the COGS office.
- f. COGS will not assist with the pickup or delivery of rental items.
- g. The pool of rental items is a finite resource. If a rental item is not available during the time requested by a renter, the rental request will not be granted.
- h. COGS will always have priority for the use of items included in the COGS Item Rental Program for COGS events and programming and can block off dates when rental items will not be available.

5) Acceptance of Conditions for Using COGS Item Rental Program

- a. It is understood that the renter will, at its own expense, protect and hold harmless COGS, its officers, representatives, members, boards, employees, and agents from all claims, damages, costs, law suits and expenses, including but not limited to, all costs arising from administrative proceedings, court costs and attorney fees, that COGS may incur as a result of any act, omission, or negligence of the renter or any of its officers, members, employees, agents, subcontractors or independent contractors which may arise out of this program.
- b. The liability, if any, to COGS, its officers, representatives, members, boards, employees, and agents with regard to the funding of the Organization for any claim, costs, damages, losses, and expenses for which COGS is or may be legally liable, whether arising in negligence or tort, contract, or otherwise, shall not exceed the amount of funding provided by COGS to the renter. In no event shall COGS, its officers, representatives, members, boards, employees, and agents be liable for any indirect, special, or consequential damages.
- c. The renter shall not transfer any right or interest in this request without the prior written consent of COGS.
- d. The renter agrees to abide by all applicable federal, state, and local laws and ordinances, as well as all student rights and regulations set forth by Michigan State University.