



MEMORANDUM OF AGREEMENT

rev. Feb 25, 2021

THIS MEMORANDUM OF AGREEMENT (“MOA”) is entered into by Access Ability Wisconsin, Inc. (“AAW”), a Wisconsin nonstock 501(c)(3) corporation, and _____, located at _____ and a Wisconsin organization (the “Host”). AAW and the Host may each be referred to individually, as a “Party,” and together, as the “Parties.” This MOA is effective as of the last date set forth below the Parties’ signatures (the “Effective Date”).

RECITALS

- A. _____ is an organization that provides public access to _____;
- B. AAW is willing and able to provide the Host with the use of an all-terrain outdoor wheelchair and transport equipment such as a carrier or trailer, both to be stored at _____ and to be made available for public use;
- C. The Host is willing and able to make AAW’s outdoor wheelchair and transport equipment available to the public and to administer the equipment checkout/in program; and
- D. Upon the terms and conditions set forth below, AAW and the Host are interested in providing improved accessibility options to the _____ community and _____ County residents, as set forth in further detail herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, of the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals set forth in the Recitals section of this MOA are hereby incorporated into the MOA as if set forth in full herein. The Parties acknowledge and agree that such recitals are true and correct.

2. Purpose. The purpose of this MOA is to set forth and formalize the Parties’ intentions with respect to the Project.

3. AAW’s Responsibilities. AAW shall provide:

- an all-terrain wheelchair and transport equipment for use by the Host at AAW’s sole cost and expense;
- a link to Host’s website and Facebook page on the AAW website; (Note: when the Host has a website and social media outlets i.e. Facebook page, Instagram account, ...)
- initial training for check in/out procedures and how to fill out forms;
- donation receipts for all donations until Host is trained on the process;
- major maintenance and replacement parts; however, works with Host to coordinate major maintenance and repairs; Host may help with any costs/expenses;
- provides equipment liability insurance; and
- cooperation with Host for any fundraising or marketing needed.



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4. Host's Responsibilities. The Host shall:

- provide secure storage for both the wheelchair and transport equipment and will be responsible for construction and maintenance of the storage area;
- provide electricity to the storage area for charging of the wheelchair;
- make the outdoor wheelchair and transport equipment available to the public at no charge through the Host's existing reservation software;
- be required to pick up and return equipment at the Host's expense;
- return equipment in the same or better condition and follow AAW's process for pick up and delivery;
- have a link on Host's website and social media outlets to AAW's website, Facebook page, and other social media outlets.
- have a quarterly update on the project in newsletters, radio, and any other communications and recognize AAW by name including AAW's website and when appropriate AAW's Facebook page;
- notify AAW of any needed major repairs or maintenance;
- participate in initial and any annual follow-up training in the Madison Metropolitan Area for equipment maintenance, usage, and AAW processes including but not limited to check out/in, forms and online communication at Host's expense;
- assign at least one person to work with as the Host Coordinator and this person will be on the AAW-Host email list to ensure any updates sent out will be communicated to the Host to be implemented at the Host site;
- provide additional volunteer training;
- provides volunteer liability insurance, or provide Certificate of Insurance for the Host;
- provide a contact information for all volunteers;
- provide copies of the volunteer liability form for all volunteers;
- provide routine cleaning of the chair;
- work with AAW to coordinate major repairs and maintenance;
- ensure that all users of the wheelchair sign a release of liability, provided by AAW to Host. Parent or Legal Guardian must sign for their children age 17 or younger;
- ensure that all users of the wheelchair provide a deposit to be returned only if the equipment is returned in the same or better condition;
- ensure that all users of the wheelchair fill out and return a "Customer Survey" form. This form is required to track use for grant and donation reporting requirements. Parent or Legal Guardian must sign for their children age 17 or younger and for the release of any photos they provide of their child's use of the equipment.
- cooperate with AAW to solicit donations for yearly maintenance and insurance costs for the wheelchairs and for AAW in general;
- provide copies of all donation receipts for donations given directly to the Host for AAW;
- ensure all donations are forwarded to AAW;
- return the following items to AAW within 30 days of receipt:
 - release of liability forms
 - photo release included with Customer Surveys



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- check in/out forms including driver's licenses and proof of insurance (condition reports)
- donations to AAW
- deposits [Host keep deposits then return to users unless user donates]
- record of maintenance (AAW provides maintenance log and process)
- any photos to AAW, and any additional comments.
- provide usage statistics (days reserved and used) to AAW on a quarterly basis;
- attend a monthly status meeting during the initial 3 months;
- have a project evaluation after the initial 3 months and then every quarter thereafter;
- participate in an annual discussion on the relationship MOA and any other updates.

5. **Ownership.** AAW shall retain ownership of the all-terrain wheelchair and transport equipment.

6. **Right to Reclaim Property.** AAW shall retain the right to reclaim and take possession of the equipment from the Host's location at any time without any cause and Host agrees that AAW may enter onto its property for the purpose of reclaiming and taking possession of such equipment without notice.

7. **Duty of Good Faith.** The Parties shall at all times work in good faith in pursuit of the Project and in conducting their respective activities set forth herein.

8. **Severability.** If a court of competent jurisdiction determines any portion of this MOA is invalid, illegal, or unenforceable in any respect, the same shall be deemed severable from this MOA and shall not affect or impair the validity, legality, or enforceability of the remaining portions of the MOA.

In order to evidence their agreement to the provisions of this MOA, and in recognition of their respective roles and responsibilities in connection with the subject matter of this MOA, the Parties have executed and delivered this MOA as of the Effective Date below.

AAW: Access Ability Wisconsin

Host: _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Email: _____

Email: _____

Phone: _____

Phone: _____

Date: _____

Date: _____