

YELLOWSTONE COUNTY COURTHOUSE

WHEELCHAIR LOANER POLICY

POLICY 25-95

Purpose:

To ensure all members of the public have equal access to Courthouse services, Yellowstone County provides wheelchairs as a courtesy to individuals with mobility impairments. This policy outlines the terms and procedures governing the use of Courthouse wheelchair loaners.

Wheelchair Availability and Access:

Wheelchairs are available from Room 106, on the main floor of the County Courthouse and may be used **exclusively on Courthouse property**.

Wheelchairs are available on a **first-come, first-served** basis during Courthouse business hours, Monday through Friday, 8:00 AM to 5:00 PM (excluding holidays).

Individuals may request a wheelchair by checking in at Room 106 on the main floor of the Courthouse.

Duration of Use:

Wheelchairs are for **short-term use** only, limited to the duration of the user's visit to the Courthouse.

Wheelchairs **must be returned to Room 106 of the Courthouse** before leaving the premises or before the Courthouse closing time on the same day.

User Agreement and Liability Waiver:

Prior to using a wheelchair, users must complete a **Wheelchair Loan Agreement**, which includes Name and Contact Information, (Valid Identification to confirm identity)

- Time and date of checkout.
- Agreement to return the wheelchair in good condition.
- Signature confirming understanding and acceptance of liability terms.
- Liability Waiver will be signed as part as part of the agreement which includes Acknowledgement that that the wheelchair is provided "as is".
- Agreement that Yellowstone County is not liable for injury or damage arising from the use of the equipment.
- Confirmation that the user is solely responsible for safe and proper use of the wheelchair.

Maintenance and Sanitation:

- Wheelchairs will be visually inspected by Courthouse staff after each use.
- A monthly preventative maintenance check will be performed by Facilities to ensure mechanical integrity of wheels, brakes, seats and arms.
- Wheelchairs will be cleaned and disinfected after every use using approved sanitizing agents.
- Any wheelchair found to be damaged or unsafe will be removed from circulation until repaired or replaced.

User Responsibilities:

- Users are expected to operate the wheelchair responsibly and only within the Courthouse.
- Wheelchairs must not be taken off site or used for transport outside of the Courthouse.
- Users must immediately report any malfunction, damage, or incident involving the wheelchair to staff in Room 106.

Non-Compliance:

Failure to follow the terms of the loan agreement may result in:

- Denial of future wheelchair loan privileges.
- Notification to law enforcement if equipment is removed or intentionally damaged.

Contact:

For questions or assistance with the wheelchair loaner program please contact the Yellowstone County Staff in room 106 or call 406-256-2705.

Approved this 5th day of August 2025. This policy becomes effective when approved.

Board of County Commissioners

Mark Morse, Chair

Michael J. Waters, Member

Chris White, Member

ATTEST:

Jeff Martin, Clerk and Recorder

Yellowstone County Wheelchair Loan Agreement

This agreement is made between the undersigned borrower and Yellowstone County Courthouse for the temporary loan of a wheelchair for use while on County premises.

1. Borrower Information:

Full Name: _____ Phone Number: _____

Physical Address: _____

City, State, Zip: _____

2. Identification:

Type of ID Provided: _____

ID Number: _____

Borrower must present a valid government-issued photo ID at time of checkout.

3. Loan Details:

Checkout Date: _____ Checkout Time: _____

Expected Return Time (Same Day): _____

All wheelchairs **must** be returned to Room 106 before the Courthouse closes on the same day as the checkout.

Liability Waiver and Terms of Use:

By signing this agreement, the borrower acknowledges and agrees to the following:

- The wheelchair is provided "**AS IS**" and in good working condition at the time of checkout.
- The borrower accepts full responsibility for the care and custody of the wheelchair while in their possession.
- The borrower agrees to return the wheelchair in the same condition in which it was loaned, excluding reasonable wear and tear.

- The wheelchair is to be used only within the Courthouse, for Courthouse business.
- The borrower agrees to immediately report any malfunctions, damage, or incident the wheelchair to Courthouse Staff.
- The County is not liable for any injuries, damage or loss resulting from the use of the wheelchair.
- The borrower waives all claims against the County arising from the use or misuse of the wheelchair.
- Failure to return the wheelchair as agreed will result in criminal charges.

Acknowledgement and Signature:

I the undersigned, confirm that I have read, understand, and accept the terms and conditions of this wheelchair loan agreement. I acknowledge that the wheelchair is being provided "as Is" and I agree to return it I good condition.

Borrower's Name (print): _____

Borrower's Signature: _____

County Staff Name (print): _____

Staff Signature: _____

Date: month/day/year: _____

For internal use only:

Condition of wheelchair at checkout: _____

Condition at return: _____

Any Reported issues: Yes / No

Details if Yes: _____
