



### Equipment Rental Agreement: Millcreek Manure Spreader

**Owner of equipment:** Clackamas SWCD

**Renter:**

Name: \_\_\_\_\_

Date & time out: \_\_\_\_\_

Address: \_\_\_\_\_

Return date: \_\_\_\_\_

\_\_\_\_\_

Acres to treat: \_\_\_\_\_

Phone: \_\_\_\_\_

County: \_\_\_\_\_

Email: \_\_\_\_\_

\*Mailing address if different than where equipment will be used:

**CSWCD employee must fill out checklist below.**

**Equipment to be rented:**

- Millcreek model 50G ground-driven manure spreader (44 cubic feet, heaped)
- \$75.00 per day if spreader is to be used on land inside Clackamas County
- \$100.00 per day if spreader is to be used on land outside of Clackamas County
- Cleaning fee of \$50.00 per hour (minimum) if not returned clean and in its pre-rented condition

**Equipment checklist at checkout:** Checked by (CSWCD employee name): \_\_\_\_\_

	Check Out	Check In
Tires		
Tongue, jack & pin		
Frame		
Beater bar and paddles		
Chains oiled		
Cable keepers		
Box, sides, floor, chains clean inside <u>and</u> underneath		
Wheel bearings, axle, fittings are greased		
Clean upon return?		



## Millcreek Manure Spreader

### **This Agreement is subject to the following terms:**

Rental fees: The rental fee for Clackamas County residents is \$75 per day and residents outside Clackamas County \$100 per day. The District will bill the renter for all fees and other costs incurred. Renter agrees to pay all rental charges and costs within 10 business days of bill date.

Insurance: At the time of rental, Renter must have sufficient insurance to cover any damages to the equipment cover replacement value of equipment and any liabilities to any person while in renter's possession.

Risk of Loss: While normal wear from responsible use is expected, Renter shall be responsible for loss, theft, damage or destruction of equipment. Renter shall be responsible for all liability of equipment use and transportation. Equipment that is lost or damaged beyond repair will be paid for by Renter at regular replacement value. All damaged equipment will be repaired by the district with the cost of such repairs and replacement parts to be paid for by the Renter with exception of normal wear.

Transport: Unless otherwise agreed, the renter is responsible for transporting the equipment on a trailer they provide. The renter is responsible for providing a mode of transportation suitable for towing the equipment.

**Manure spreader cannot be towed on public roadways.**

Malfunctions: The Renter shall notify the District immediately if the equipment needs maintenance or repair. The Renter shall not undertake repairs without express permission of the District. If Renter undertakes repairs without the District's permission, the Renter may be held liable for full replacement cost of the equipment.

Use at Renter's Risk: The equipment is used at Renter's sole risk. Renter agrees to use the equipment in a careful and prudent manner and return the equipment in the same condition as received. Renter agrees that the equipment will be used only on fields capable of being mowed and containing no rocks, stumps or other debris which will damage the equipment.

Safe Operation: Renter is responsible for making sure the vehicle being used to tow the equipment is in good working order and can safely operate the equipment in the field. Manure spreader is not to be operated in excess of 5mph and **cannot be towed on the public roadways.**

Return of Equipment: Upon completion of use Renter agrees to return equipment to the District at the **previously scheduled time.**

Cleaning: Renter agrees to clean all seed, soil, mud and debris from the box and all moving parts (\*underneath the box/frame also) before returning equipment to the district. Failure to return the equipment in clean condition will incur cleaning costs at \$50 per hour (\$50 minimum) charged to Renter.

Disqualification of Future Equipment Rentals: If Renter is found to have misused equipment, the equipment has incurred damage due to negligence or Renter fails to pay the fees associated with the rental, Renter may be found ineligible for future rental from the District.

Disclaimer of Warranty: Except as otherwise expressly provided by this agreement, the District makes no expressed or implied warranty whatsoever including, and without limitation, the condition of the equipment or

its fitness for a particular purpose. No defect of the equipment shall relieve the Renter of their obligation for payment to the District or of any other obligation under this agreement.

Indemnity: Renter is responsible for any accidents resulting from the transportation or use of the equipment. Renter shall indemnify District against, and hold District harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the Equipment or this Agreement, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the equipment. Renter shall further indemnify District and hold District harmless from all loss and damage to the Equipment during the rental period. Renter recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Renter's assumption of any and all liability for injury, disability and death of workers and other persons caused by the operation, use, control, handling, or transportation of the equipment during rental period.

**By signing this agreement, I certify that:**

- **I have read and agree to the terms of this agreement**
- **I have received and read the user's guide, which is part of this agreement, and to its terms**

Renter's signature \_\_\_\_\_

Date \_\_\_\_\_