

EQUIPMENT RENTAL AGREEMENT

This agreement pertains to the rental of:

_____ Great Plains 706 NT

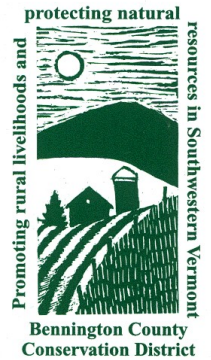
_____ BCS 749 Walk-Behind Tractor

OWNER: Bennington County Conservation District

Mailing Address: P.O. Box 505 Bennington, VT 05201

Phone: (518) 480-1218

Email: michael@bccdvt.org



RENTER: _____

Date: _____

Address: _____

Contact Phone: _____

Location of Use: _____

Resident: (Y / N)

For Official Use Only

Acre Meter
Start _____

—

Acre Meter
End _____

—

Condition/

EQUIPMENT RENTED

Rental Rate:

_____ Per Day

_____ Delivery Fee

BCCD Equipment Rental Agreement Summary

Contact: **Michael Fernandez**
 michael@bccdvt.org
 (518) 480-1218

Note: This summary of the rental agreement has no bearing on the original contract. Its purpose is to provide a reference and summary of the terms and conditions.

- Normal wear and tear is expected and the Renter will not be charged for it;
- The Renter will be charged for any damaged or missing parts to the equipment;
- The Renter is responsible for the equipment while in their possession, including damages and theft (excluding normal wear and tear);
- Do not move the equipment off of your property without consent from Michael Fernandez;
- Michael Fernandez or other BCCD staff must have access to the location of the equipment and may pick it up if timely payment is not received;
- Do not sell or rent the equipment;
- If the equipment does not work, we will do our best to repair it or provide a substitute if one is available;
- The Renter may not sue us for injuries or damages caused by using the equipment;
- If BCCD needs to employ an attorney to collect overdue rental payments, the Renter will be responsible for any attorney fees;
- We may share the location and acreage covered by the equipment with the Agency of Agriculture for the purposes of the grant which purchased it;
- The Renter must have valid insurance for the entire equipment rental period and provide BCCD with proof of insurance prior to rental period;
- If the Renter is a BCCD resident , they will be charged the discounted resident rate.

RENTAL TERMS AND CONDITIONS

1. RENTER shall keep and maintain the rented equipment in a good state of repair during the terms of the rental at his own cost and expense. Normal wear and tear is expected and RENTER will not be charged for it.
2. RENTER shall pay OWNER full compensation for replacement and/or repair of (1) any equipment that is not returned because it is lost or stolen or (2) any equipment that is damaged and in need of repair to put it into the same condition it was in at the time of rental, excluding normal wear and tear. OWNER's invoice for replacement or repair is conclusive as to the amount RENTER shall pay under this paragraph for repair or replacement.
3. RENTER shall not remove the equipment from the address of the RENTER or the location shown herein as the place of use of the equipment without prior approval of the OWNER or their agent. RENTER shall assume all responsibility for all damage, injury, and fines during transportation.
4. Upon request by OWNER or their agent, RENTER shall provide, within 24 hours of such request, the exact location of the equipment while it is in RENTERS's possession.
5. RENTER shall allow OWNER or their agent to enter RENTER's premises where the rented equipment is stored or used at all reasonable times to locate and inspect the state and condition of the rented equipment. If RENTER is in default of any of the terms and conditions of this agreement, then OWNER or their agent, at the RENTER's risk, cost, and expense may enter RENTER's premises where the rented equipment is stored or used and recover the rented equipment.
6. Acceptance of returned equipment by OWNER does not constitute a waiver of any of the rights OWNER has under the rental agreement.
7. RENTER shall not pledge or encumber the rented equipment in any way. OWNER may terminate this agreement immediately upon the failure of RENTER to make rental payments when due, or upon RENTER's filing for protection from creditors in any court of competent jurisdiction.
8. OWNER makes no warranty of any kind regarding the rented equipment, except that OWNER shall replace the equipment with identical or similar equipment if the equipment fails to operate in accordance with the manufacturer's specifications and operation instructions. Such repair or replacement shall be made as soon as practicable after RENTER notifies OWNER of the non-conformance..
9. RENTER indemnifies and holds OWNER harmless for all injuries or damage of any kind for repossession and for all consequential and special damages for any claimed breach of warranty.
10. RENTER shall pay all reasonable attorney and other fees, expenses, and costs incurred by OWNER in protection of their rights under this rental agreement and for any action taken by OWNER to collect any amounts due to OWNER under this rental agreement.
11. RENTER acknowledges that OWNER may share the information collected about the acreage covered by the equipment for grant reporting or other purposes.
12. RENTER shall present proof of a valid Certificate of Insurance prior to renting the equipment. RENTER's insurance shall be valid for the entire duration of the rental.
13. RENTER shall be charged at a rate in accordance with their residency status within the jurisdiction of BCCD. If RENTER indicates that they are a BCCD resident and they are charged at the discounted BCCD resident rate. If RENTER indicates that they are not a BCCD resident they shall be charged an increased non-resident rate.

14. These terms are accepted by RENTER upon delivery of the terms to RENTER or the agent or other representative of RENTER.

Date: _____

RENTER: _____

OWNER: _____

Equipment Rental Agreement Checklist

REQUIRED AT TIME OF PICKUP — ALL EQUIPMENT

- Certificate of Insurance

NO-TILL DRILL ONLY

- Recommended seed depth
- Seed size
- Recommended pounds per acre
- Tractor that will be used at time of planting
- Tractor Operator

BCS WALK-BEHIND TRACTOR ONLY

- Renter has reviewed the operating and safety instructions
- Transport vehicle and ramps adequate for the weight of the machine

REQUIRED BEFORE PICKUP

- FSA map — No-Till Drill only (If you need help getting maps from FSA, please call Michael Fernandez)
- Payment **in full**