



Spokane Conservation District Equipment Rental Agreement (Lease)

Name (Lessee): _____ Phone Number: _____
 Billing Address: _____
 Farm Location: _____
 Equipment Rented: _____
Check Out Date _____ **Return Date** _____

Equipment	Rate	Hours/Acres	# Days	Subtotal
Manure Spreader	\$35	Full Day		\$
*Discount rental over weekend is \$60.				\$

Required Documents:

- Copy of Vehicle Insurance
- Copy of Driver's License
- Valid Credit Card

Cleaning Deposit	\$ 50.00
Damage Deposit	\$ 150.00
Liability Insurance	\$
Subtotal	\$
Sales tax	\$
Total	\$

TERMS OF AGREEMENT

The above equipment is being provided as a service of the **Spokane Conservation District (SCD)** for land conservation and improvement practices. The rental fee goes towards maintenance and replacement of the equipment to ensure availability of the equipment to the next user.

Lessee agrees to use the equipment according to manufacturer's and **SCD** instructions, in a safe and careful manner. **Lessee** agrees to pay the cost of repairing the equipment if damage to the equipment and/or its parts occurs due to an external cause or due to any negligence or any factor under the control of the **Lessee**. **Lessee** agrees to return the equipment in the same condition. **Lessee** acknowledges that **SCD** is providing equipment only. **Lessee** is responsible for providing all materials or other substances to be applied with equipment.

\$200.00 damage/cleaning deposit is required prior to release of the equipment to the **Lessee**. This deposit is refundable as long as the equipment is returned cleaned and undamaged. Normal wear of the equipment is not considered damage. Damage to equipment is considered any damage beyond that of normal wear on the equipment or gross negligence.

Maintenance and cleaning must be performed as specified upon rental. Failure to follow these requirements may result in equipment damage and forfeiture of deposit.

Lessee accepts/ **declines** liability insurance for damage. _____(lessee initials)

By signing below, **Lessee** agrees that **SCD** will not be held liable for any injuries or accidents that occur during the operation or transportation of the rented equipment. **Lessee** also agrees to return the equipment in a clean and good working condition or forfeit deposit and/or additional charges for damaged equipment may be assessed.

I have read and agree to comply with the terms and limitations specified in this agreement and the attached rental terms and conditions sheet.

Lessee' Signature: _____ **Date:** _____

SCD Staff Signature: _____ **Date:** _____

Rental Terms and Conditions

- **INSPECTION** – **The Lessee** acknowledges that prior to taking the rental equipment, they will, in accompaniment of **SCD** staff, inspect the condition of the rental equipment for any prior defect or damage noted prior to this contract.
- **EQUIPMENT MAINTENANCE** – **The Lessee** must clean the equipment prior to returning it. Unclean or damaged equipment will likely result in additional fees and/or loss of cleaning/damage deposit.
- **WARRANTIES** – There are no warranties written, expressed, or implied.
- **RENTAL PERIOD** – LIMITED to five (5) consecutive rental periods. Failure to adhere to this policy can result in additional fees imposed by the **SCD**.
- **LESSEE RESPONSIBILITY** - It is the responsibility of **The Lessee** to pick-up and deliver the equipment to its point of use.
- **LABOR AND PARTS** - All labor, power, lubrication and supplies necessary to operate the manure spreader and to transport this equipment to the **Lessee's** site, shall be furnished by the **Lessee**.
- **EQUIPMENT FAILURE** – **The Lessee** agrees to immediately discontinue use of the rental equipment should it at anytime become unsafe or in a state of disrepair. **The Lessee** also agrees to immediately notify the **SCD** in this case. Should the equipment become unusable, due to no fault of the **The Lessee**, the charges under this agreement will cease. If damage does occur, the equipment should not be used until repaired or authorized by the **SCD**. The continued use of the equipment when not functioning properly and/or failure to report the need for repair will be cause for the **SCD's** full compensation of repair costs from **The Lessee**.
- **TRANSPORTATION** – Transportation on state and county roads, if not by a tractor, will require at a minimum a $\frac{3}{4}$ ton truck. A Certificate of Vehicle Insurance is required to be on file with the District prior to transportation. If **The Lessee** does not have the means to transport the equipment, please call the **SCD**, so that an alternative means of transportation may possibly be arranged.
- **HOLD HARMLESS** - **The Lessee** assumes all risks inherent in the operation and use of the rental equipment by you and anyone else. **The Lessee** agrees to assume the entire responsibility for the defense of, to pay indemnity for, hold us harmless from, and release us from any and all claims for damage to property or bodily injury (including death) or from loss of time or convenience resulting from the use, operation, or possession of the rental equipment, whether or not it be claimed or found that such damage or injury resulted in whole or in part from our negligence from the defective conditions of the rental equipment or from any other cause.
- **DAMAGE TO TOW VEHICLE** - The **SCD** is not responsible for any damage to any tow vehicles used to tow the equipment rented under this Agreement.
- **REPOSSESSION** – **The Lessee** gives the **SCD** and its' representatives the right to enter your property to inspect or repossess the equipment at any time. **The Lessee** hereby waives any right of action against the equipment at any time. **The Lessee** hereby waives any right of action against the **SCD** or its representatives for such entry and retaking. In addition, **The Lessee** acknowledges that the consignment, misappropriation, sale, or failure to return the rented equipment within a reasonable time may constitute a crime.
- **INSURANCE** – **The Lessee** either agrees at its sole expense, to purchase/maintain at all times comprehensive insurance to protect the **SCD's** interests, as named loss payee and additional insured to deliver to **SCD** evidence of such insurance containing a provision that no cancellation shall be effective without 30 days prior written notice to the **SCD**. Or, the **Lessee** will purchase liability insurance through the **SCD**.