Tualatin Soil and Water
CONSERVATION DISTRICT
Conservation is for everyone.

# Tualatin Soil & Water Conservation District

## Equipment Rental Agreement

This Rental Agreement ("Agreement") is entered into this __ day of _____ by and between the Tualatin Soil & Water Conservation District ("District") and _____ ("Renter") and shall be effective upon signing by both parties hereto ("Effective Date").

Subject to the terms and conditions stated herein, including Exhibits A, B, and C attached hereto and incorporated herein by this reference, District agrees rent to Renter the following equipment ("Equipment"):

## Land Pride 606NT

*(specifications provided in Exhibit A to this Agreement)*

This Agreement is subject to the following Terms and Conditions:

1. Residency. This Equipment Rental is available only to residents of Washington County, Oregon. The Renter must show proof of address at the time of rental.

2. Cleaning. The District will provide equipment cleaning instructions at the time of rental. Equipment must be returned in fully clean condition. Failure to return the Equipment in clean condition will cause the Renter to forfeit some or all of the Security Deposit.

3. Security Deposit. A refundable security deposit is required at the time signing. The Security deposit amount is provided in Exhibit A to this Agreement. The Security Deposit will be applied at the District's discretion for cleaning, damages incurred other than normal wear or tear, and/or replacing missing or broken parts. Any unused Security Deposit amount will be refunded to the Renter in the final billing.

4. Rental Fees. Rental Fees are as provided in Exhibit A to this Agreement. The District will bill the Renter for all fees and other costs incurred. Renter agrees to pay all rental charges and costs to repair damage above the amount of the Security Deposit, if any, within **ten (10) business days** of bill date.

5. Delinquent Payments. Renter shall pay all collection fees, attorney's fees, court costs, other reasonable costs incurred by District to collect amounts not received when due.

6. Insurance: At the time of rental the Renter must provide a Certificate of Liability Insurance that shows the District as an additional insured.

7. Transport. Unless otherwise agreed, the Renter is responsible for transporting the Equipment. **The Equipment weighs 2,700 lbs empty. The Renter is responsible for providing a mode of transportation suitable for pulling the Equipment. The drill may not be towed above 20 mph.** Upon request, the District will provide a trailer hitch, pin, and light adapter suitable for most half-ton pick-ups or larger.

8. Malfunctions. The Renter shall notify the District Immediately if the Equipment needs

maintenance or repair or is out of alignment. The Renter shall not undertake repairs without the express permission of the District. If Renter undertakes such repair without the District's express permission, Renter may be held liable for the full replacement cost of the Equipment.

9. 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. Renter agrees to clean all seed, soil, mud and debris from seed boxes, seed tubes, and all moving parts before returning the Equipment to the district.

10. Risk of Loss. While normal wear from responsible use is expected, renter shall be responsible for loss, theft, damage, or destruction of Equipment and accessories. Renter shall be responsible for all liability for Equipment use and transportation. Equipment that is lost or damaged beyond repair will be paid for by Renter at the regular replacement value. All damaged Equipment will be repaired by District and the cost of such repairs and replacement parts shall be paid for by Renter, with the exception for costs of normal wear (discs, tire tread, etc.), which will be borne by the District.

11. Disqualification from Future Rentals. If Renter is found to have misused the Equipment or the Equipment incurs damage due to apparent negligence, Renter may be determined to be ineligible to rent/borrow equipment from the District in the future.

12. Safe Operation. Renter is responsible for ensuring that any tractor and hydraulic lines are in good operating condition and can operate the Equipment in the field, and that the tractor can pull the unit safely. See and initial "**Instructions for the Transportation, Operation, and Return of the Land Pride 606NT Drill**" in Exhibit B of this Agreement.

13. Return of Equipment. Upon completion of use, Renter shall set up an appointment to return the drill. Equipment shall not be returned in the absence of a District representative.

14. Disclaimer of Warranty. Except as otherwise expressly provided by this Agreement, District makes no expressed or implied warranty as to any matter whatsoever, including, and without limitation, the condition of the Equipment or its fitness for a particular purpose. No defect of the Equipment shall relieve Renter of his/her obligation for payment to District provided herein, or of any other obligation under this Agreement.

15. 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.

16. Attorney Fees. If legal action becomes necessary to interpret or enforce the terms of this

Agreement, the prevailing party in such action shall be entitled to recover from the other party its legal costs and reasonable attorneys' fees incurred in such action, at trial and on appeal.

***By signing below, I certify that I have read and will adhere to the terms and conditions stated in this Agreement and all Exhibits hereto, including but not limited to the requirements described in Exhibit B whether or not I have initialed applicable provisions where indicated.***

Renter's signature:_____ Date: _____

District Representative:_____ Date: _____

| RENTER INFORMATION | |
|---|---|
| **Name:** | |
| **Address:** | |
| **Phone:** | |
| **Email:** | |

| RENTAL INFORMATION | |
|---|---|
| **Delivery Date:** | |
| **Time of Delivery:** | |
| **Driver:** | |
| **Return Date:** | |
| **Number of Days:** | |
| **Est. Acres:** | |
| **Actual Acres Seeded:** | |

Renter has provided a valid driver license or ID: _____
*Please provide a copy of your driver's license or a state issued ID with this rental application.*

Certificate of Insurance: _____
*(Initials indicate this information has been received/provided and a copy is attached)*

*A Contract Copy, Operator's Manual and Cleaning Instructions will be provided to Renter.*

Security Deposit of $250: _____
*(Initials indicate that a check has been received for the deposit)*

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**Equipment Checklist at Check out:**

Checked by (Name) _____

| Item | Check? | Item | Check? |
|---|---|---|---|
| Tires (Max 60 PSI) | | Bungee for hydraulic hoses | |
| Jack | | Wear points | |
| Hydraulic, spacers, & clips | | Nuts and Bolts | |
| Fittings greased | | Wiring for lights | |
| Drag Chains | | Seed setting knobs | |
| Drive Chains | | Seed boxes | |
| Coutlers | | Seed Tubes | |
| Double Discs | | Operator's manual | |
| Scrapers | | Light adapter for towing | |
| Press wheels | | Tow Hitch and Pin | |

**Drill is Clean and Fully Operational (Employee Initials):**_____

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**Equipment Checklist at Check in:**

Checked by (Name) _____

| Item | Check? | Item | Check? |
|---|---|---|---|
| Tires (Max 60 PSI) | | Bungee for hydraulic hoses | |
| Jack | | Wear points | |
| Hydraulic, spacers, & clips | | Nuts and Bolts | |
| Fittings greased | | Wiring for lights | |
| Drag Chains | | Seed setting knobs | |
| Drive Chains | | Seed boxes | |
| Coutlers | | Seed Tubes | |
| Double Discs | | Operator's manual | |
| Scrapers | | Light adapter for towing | |
| Press wheels | | Tow hitch and pin | |

**Drill is Clean and Fully Operational (Employee Initials):**_____

# EXHIBIT A

# Tualatin Soil & Water Conservation District
# Equipment Rental Agreement

## General Information

Equipment Owner. Tualatin Soil and Water Conservation District (District)

Equipment Description. **Land Pride 606NT**

- 40 HP minimum tractor size and requires 1 hydraulic circuit (two hoses that require two plug-ins); 60 HP recommended if using equipment on hilly ground
- Pull type (no trailer required); **maximum driving speed is 20 mph**
- 9 rows at 7.5" spacing (67.5" swath)
- Opener depth range is 0-3.5"
- Transport width: 8' 10", length: 11' 5", height: 5' 1"
- **Maximum weight (empty): 2700 lbs, maximum weight full: 4600 lbs**
- Acre meter to assist with seeding rate calculations

Transportation. The Renter is responsible for transporting the Equipment in a vehicle suitable for the empty weight of the Equipment. Upon request, the District will provide a trailer hitch, pin, and light adapter suitable for most half-ton pick-ups or larger.

Equipment pick-up/drop off appointments are scheduled Monday-Friday. Please allow time for the district representative to orient the user to the implement and inspect the unit at delivery and upon return.

If the user does not have access to the appropriate mode of transportation, the District may provide transportation as capacity allows. If you know that you will not be able to provide transportation, please schedule rental appointments at least two weeks in advance to ensure staff availability.

Rental Rates.

- **Weekday**: Daily rate is $300 per 24-hour period (i.e., 3 pm – 3pm) or fraction thereof. This rate includes a brief orientation to the equipment.
- **Weekend**: $300 per weekend (Friday afternoon to Monday morning). This rate includes a brief orientation to the equipment.
- **Security Deposit:** A $250 refundable deposit is due from the Renter at the time of signing. The deposit will be applied at the District's discretion for cleaning, damages incurred other than normal wear or tear, and/or replacing missing or broken parts. Any unused Security Deposit amount will be refunded to the Renter.

The District will make billing arrangements at time of agreement and will bill upon return of Equipment. The refundable amount of the Security Deposit will be deducted from the final bill.

Payment in full is due and payable within ten (10) days of billing.

Custom Seeding. The District does not offer custom seeding services, but can provide a list of contract operators for custom services. Custom contractors should make rental arrangements directly with the District.

Liability Insurance. The Renter must provide a Certificate of Liability insurance at the time of rental that names the District as an additional insured. A sample form is provided in Exhibit C to this Agreement.

Contact Information.

**Equipment Reservations – Drop-off & Pick-up Arrangements:**

Merek Strand: 503-858-2149, Mon-Fri 8:00 am – 5:00 pm
merek.strand@tualatinswcd.org

**Operation – General Equipment Operation Questions & EMERGENCIES:**

Merek Strand: 503-858-2149, Mon-Fri 8:00 am – 5:00 pm
merek.strand@tualatinswcd.org

Nicole Ruggiero: 971-371-0097, Mon-Fri 8:00 am – 5:00 pm
nicole.ruggiero@tualatinswcd.org

Main Office: 503-334-2288

**Notify District Immediately if:**

- **Equipment needs maintenance or repair, or is out of alignment**
- **You need to change the date or time for returning the equipment**
- **You are finished using the equipment.** *(Someone else may be waiting to use it.)*

# EXHIBIT B

## Tualatin Soil & Water Conservation District

## Equipment Rental Agreement

**INSTRUCTIONS for the TRANSPORTATION, OPERATION, and RETURN Of LAND PRIDE 606NT NO-TILL DRILL**

| **Item Renter agrees to:** | **Initial Here** |
|---|---|
| **Tractor to be used has AT MINIMUM 40 horsepower, or 60 horsepower for any type of elevation change** | |
| **Tractor to be used has TWO plug-ins for a full hydraulic circuit to raise and lower the drill** | |
| **Transport the unit on the road in a safe a prudent manner. Road speed for unit transport not to exceed 20mph.** (May not be applicable if transport is provided) | |
| Use the drill only on fields capable of being mowed and containing no rocks, stumps, or other debris that will damage the drill. | |
| If it rains during your rental period, tarp the drill to prevent excess damage | |
| **Do not till/prep fields before using the drill.** This may cause additional plugging/damage to the drill. | |
| Discuss or Send the District an address and a description of the fields the drill will be used on. This will ensure that topography is conducive to using the drill. | |
| **Raise the coulters, discs, and press wheels off the ground when making turns and when backing up.** | |
| Clean out all seed and debris before returning drill. See Cleaning Procedures handout provided by the District. Vacuum/air gun seed boxes and seeder holes; shake out/blow out tubes. **Do not put water in seed boxes or tubes.** | |
| Clean mud and manure off the coulters, double discs, disc scrapers, press wheels, and tires. See Cleaning Procedures handout. | |
| Grease fittings if needed during use, and before returning drill. See Manual. | |
| Return all pins and clips that the District provided. Confirm that no parts are missing, including seed setting knobs, hydraulic cylinder spacers, seed tube collars, and pins. | |
| Return the notebook that contains the operator's manual, etc. | |
| Pay $250 refundable security deposit. | |

By initialing in the boxes above, I indicate my understanding that the district will deduct necessary fees for cleaning, damages and/or missing or broken parts, or fertilizer put in the seed box. **An inspection will be done at delivery and upon return of the equipment with the driver and renter.**

**OPERATING THE DRILL:**

***Do not put fertilizer in the seed boxes!***
***Do not turn while the drill is in the ground!***
***Do not back up drill with coulters lowered!***

**Tractor:** This drill requires a 40 HP tractor with remote rear hydraulic hookups (two plug ins). Verify prior to using the equipment that your hydraulic hookups fit the hoses on the drill, fittings are greased, and tire pressures are adequate. Please refer to manual for seeding rates and instructions for drill operation.

**Turns and corners:** This drill is designed to go in straight lines. Taking corners puts a side force on the coulters, double discs, and press wheels. As you approach the end of the field, reduce your tractor speed and **use the hydraulics to lift the coulters, double discs, and press wheels completely out of the ground *before* you begin your turn, and lower it only *after* you have completed the turn**. After the turn, make sure both tires are contacting the ground again and accelerate your tractor to operating speed. *Super-gentle turns* of less than 10-15 degrees are acceptable, but do not pull the drill in concentric circles or around corners. It greatly increases wear and can cause damage that will require repair/replacement. You may want to check the coulter and disc depth again after you have completed your turn and lowered the drill.

**Parking the Drill:** Lower the unit to the ground and lower the drill jack. If the drill will be parked overnight, place the hydraulic cylinder lockup spacers. Disconnect all hydraulic and electrical connections to the tractor before unhitching the drill from the tractor.

**EXHIBIT C**

# Tualatin Soil & Water Conservation District
# Equipment Rental Agreement

## Sample Insurance Form