

## **EQUIPMENT RENTAL AGREEMENT Woods CSS60 Seeder/Tiller/No-Till**

This Equipment Rental Agreement (“Agreement”) is effective as of the date of last signature (“Effective Date”), and is made between

**North Platte Valley Conservation District, 1441 East M Street Suite B, Torrington, Wyoming 82240**, (Owner) and \_\_\_\_\_ (“Renter”).

Owner and Renter are hereinafter collectively referred to as “Parties”.

### **EQUIPMENT DESCRIPTION: Woods CSS60 Compact Super Seeder with Tiller/No-Till Operation (“Equipment”) and Trailer for Transportation.**

**1. Term.** This Agreement shall commence on the Effective Date and remain in full force and effect until Equipment is returned to Owner.

Renter shall return the Equipment on \_\_\_\_\_, \_\_\_\_\_, unless terminated earlier consistent with the terms herein.

**2. Payment.** Renter shall pay the following: **\$125.00 per day for expected use totaling \_\_\_\_\_ days**, and authorize Owner to accept payment in full for expected use prior to taking possession of Equipment for rental purposes under this Agreement. Renter shall also pay other charges in accordance with this Agreement due upon return of Equipment, to the fullest extent allowed by law, including but not limited to:

- a) charges for additional acres used, if any;
- b) applicable taxes;
- c) loss of, or damage or repair to the Equipment, loss of use, diminution of the Equipment’s value caused by damage to it or repair to it, and costs to enforce such charges including administrative fees for processing the claim and reasonable attorney fees and costs incurred;
- d) a \$100.00 charge per day for late return of the Equipment or the highest amount allowable under law;
- e) unless due to the fault of Owner, all fines, penalties, court costs and other expenses relating to the Equipment assessed against Owner or the Equipment during the rental Term;
- f) all expenses Owner incurs due to Renter’s failure to return the Equipment including costs in locating and recovering the Equipment;
- i) all costs and reasonable attorney fees incurred to collect unpaid monies due; and
- k) twenty-five dollars (\$25.00) or the maximum amount allowed by law, whichever is greater, for making payment with insufficient funds.

**3. Security Deposit.** In addition to the fees listed in Section 2,

**Renter shall pay a deposit of \$ 500.00 at the time this Agreement is signed.** Owner may use the deposit to cover any amounts due under this Agreement.

**4. Late Payment.** If Renter fails to make any payment within 15 days of the due date, Renter shall pay a surcharge of \$25.00 per day for late payments.

**5. Location of Equipment.** During the Term, Equipment shall be located at \_\_\_\_\_, unless expressly agreed otherwise in writing by Owner.

**6. Care of Equipment.** Equipment can only be used in a careful and proper manner and shall not be used in any way that is inconsistent with Owner’s instructions or manuals.

**7. Repair and Alterations.** The costs of all repairs made during the Term shall be paid by Renter, including but not limited to labor, material, parts and other items. Equipment shall not be serviced or repaired and parts and accessories shall not be replaced without Owner’s prior consent.

**8. Insurance.** Renter must carry insurance satisfactory to Owner equal to the value of the Equipment to ensure its full replacement, unless agreed otherwise in writing by Owner.

**9. Restrictions on Use.** **District is not responsible for any injury that may occur while landowner is in possession of equipment, and/or during operation of equipment by renter or landowner. Extreme caution during use is advised.** Renter shall not:

- a) permit the Equipment to be used by any person who is not authorized to use such Equipment;
  - b) operate or use the Equipment or permit it to be operated or used in violation of law;
  - c) operate or use the Equipment or permit it to be operated or used to commit a violation of law;
- and/or
- d) operate, use, maintain or store the Equipment in a manner likely to cause damage to the Equipment.

**10. Loss or Damage.** Renter shall alert Owner to any damage to the Equipment. **Renter shall be responsible for any loss or damage to Equipment and loss of use, diminution of the Equipment's value caused by damage to it or repair to it and missing equipment.**

**11. Condition of Equipment.** The Condition of Equipment Checklist ("Checklist") attached hereto is hereby incorporated by reference. Renter acknowledges that Renter has examined the Equipment and that it is in good condition except as otherwise specified in the Checklist. OWNER MAKES NO WARRANTY, EXPRESS OR IMPLIED, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. **Checklist provided on rental date.**

**12. Pick-up and Return of Equipment.** Renter shall pick-up and return Equipment on the date specified in Section 1 in the same condition as Renter received it, except for normal wear and tear. Renter shall return the Equipment to the agreed return location. If Equipment is not returned on said date, Owner reserves the right to take any action necessary to regain possession of the Equipment. **Trailer may only be used for pick-up/return of Woods CSS60 Machine. NO personal use allowed.**

**13. Termination.** This Agreement shall terminate on the date specified in Section 1. Owner reserves the right to terminate this Agreement earlier upon notice to Renter.

**14. Indemnification and Liability.** Renter shall indemnify, defend and hold harmless Owner from and against any claim, demand, cause of action, loss or liability (including attorney's fees and expenses of litigation) for any property damage or personal injury arising from Renter's use of Equipment by any cause. The provisions of this Article shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination. **IN NO EVENT SHALL OWNER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM RENTER'S USE OF EQUIPMENT, INCLUDING BUT NOT LIMITED TO LOSS PROFITS AND LOSS REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.**

**15. Ownership.** Owner shall at all times retain ownership and title to the Equipment. Renter shall immediately notify Owner in the event Equipment is levied, has a lien attached or is threatened with seizure. Renter shall indemnify and hold Owner harmless against all loss and damages caused by such action. Equipment shall be deemed at all times to be personal property, whether or not it may be attached to any other property.

**16. Waiver.** No failure of Owner to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches. Owner's acceptance of payment with knowledge of a default by Renter shall not constitute a waiver of any breach.

**17. Severability.** In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a suitable replacement provision.

**18. GOVERNING LAW:** The parties hereto agree that all terms herein shall be governed and interpreted pursuant to Wyoming law.

**19. JURISDICTION AND VENUE:** The parties hereto agree that any litigation related to this Rental Agreement or the equipment subject thereto shall occur in the appropriate Court in Goshen County, Wyoming.

**20. LEGAL ADVICE:** The parties hereto agree that each of them have had or had the opportunity to obtain separate and independent legal advice prior to entering into this legally binding Agreement.

**21. BIND AGREEMENT:** This Agreement shall be binding upon the parties hereto, their heirs, representatives, assigns, spouses, employers, employees, trustees and agents.

**22. Entire Agreement.** This Agreement represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting or additional communications. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

**23. Assignment.** Renter may not, without the prior written consent of Owner, transfer or assign this Agreement or any part thereof. Any attempt to do so shall be a material default of this Agreement and shall be void.

**24. Headings.** Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

**25. Counterparts.** This Agreement, and any amendment thereof, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

Renter acknowledges receipt of a copy of this Agreement and acknowledges having read and understood the foregoing.

**RENTER SIGNATURE:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Mailing Address:**

\_\_\_\_\_  
\_\_\_\_\_

**OWNER SIGNATURE: North Platte Valley Conservation District**

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**Title: District Manager**

**Date of Return:** \_\_\_\_\_

OFFICE USE For Accounting Purposes

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

Address of Property: \_\_\_\_\_

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

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

Day machine rented	Day machine	_____
returned		_____
Cleaning deposit received		_____
Insurance Deposit received		_____
Amount returned		_____

Total of rental costs	_____
Damages if any	_____
Cleaning fee if any	_____
5.25% tax	_____
Balance Due	_____
30 days	Balance due within

## **Photo of Equipment prior to Rental**