



BETWEEN:

County of Paintearth No. 18
(the "Owner")

AND:

_____ (the "Renter")
of _____, Alberta

1. **Schedules** The following Schedules form part of this Agreement:

- a) **Schedule "A" – Additional Terms**
- b) **Schedule "B" – Equipment Inspection Form**
- c) **Schedule "C" – Preventative Maintenance**
- d) **Schedule "D" - Training Checklist and/or Operators Manual**

2. **Equipment** The equipment rented under this Agreement is described as follows (the "Equipment"):

<u>Description</u>	<u>Rental Charge</u>
<input type="radio"/> Backpack Sprayer	\$50.00 Refundable Deposit
<input type="radio"/> Hand Broadcast Seeder	\$50.00 Refundable Deposit
<input type="radio"/> Cattle Scale	\$40.00/half day or \$75.00/ full day
<input type="radio"/> Hay Probe	No charge
<input type="radio"/> Gallagher Tag Reader	\$50.00 Refundable Deposit
<input type="radio"/> Magpie Traps	\$50.00 Refundable Deposit 2 week rental period
<input type="radio"/> Skunk Traps	\$50.00 Refundable Deposit 2 week rental period
<input type="radio"/> Grain Bag Roller	No Charge
<input type="radio"/> Scare Cannon	No Charge

3. **Grant** The Owner has agreed to rent to the Renter, and the Renter has agreed to rent from the Owner, the Equipment, subject to the terms, covenants, and conditions contained in this Agreement.

4. **Term** The term of the rent under this Agreement will be from:
_____ day of _____ (month), 20____ to the _____ day of _____, 20____.
Term of this Agreement shall not expire until the Equipment has been returned to and accepted by the Owner.

5. **Payment** The Renter will pay the rental fee as described above for each equipment rental (the "Rent") plus any other late fees or damages for damaged equipment. The Renter will pay all applicable GST and other taxes or assessments regarding the rent of the Equipment.

6. **Equipment Inspection** The Renter and Owner will complete the **Equipment Inspection Form** attached as **Schedule "B"** to this Agreement prior to taking possession of the Equipment, and again upon the return of the Equipment.

7. **Preventative Maintenance Checklist** The Renter shall be responsible for the performing such maintenance, cleaning or repair duties as may be required within the **Preventative Maintenance Checklist** attached as **Schedule "C"** to this Agreement, so as to ensure the Equipment is kept in optimal condition and safe for operation.

8. **Operating Instructions and Training** The Renter shall observe and comply with all operating and safety instructions provided from time to time by the Owner related to the transport, use storage and operation of the Equipment including, without restriction, the instructions provided to the Renter within the **Training Checklist** and/or **Operator's Manual** attached as **Schedule "D"** to this Agreement and signed by the Renter prior to taking possession of the Equipment.

9. **Special Terms** In addition to all of the terms, covenants, and conditions contained in this Agreement, the Owner and the Renter agree to the following additional terms, covenants and conditions:

- the renter will ensure both comprehensive and automobile insurance with a minimum \$2,000,000 coverage is in place on any equipment listed above prior to taking delivery

10. **Notice** Any notice to be given by the Renter to the Owner shall be in writing and delivered to the Owner's designated representative at the address shown below.

Any notice to be given by the Owner to the Renter may be verbal or in writing and delivered to the Renter or any representative of the Renter at the address or phone number shown below.

Granted by: County of Paintearth No. 18

Accepted by: _____

SIGNED, SEALED and DELIVERED by the Owner, in the presence of:

SIGNED, SEALED and DELIVERED by

Signature

[NAME OF SIGNATORY], on his/her own behalf or on behalf of corporate Renter if a validly existing corporation, in the presence of:

Name

Signature

Box 509, Castor, AB TOC OX0

Address

(403)-882-3211

Address

Phone number

Phone number

SCHEDULE "A" - ADDITIONAL TERMS

1. Return of Equipment

i. On the expiry of the Term, the Renter shall immediately return the Equipment to the Owner which shall be clean, in proper working order, and in as good a condition as when received by the Renter. Any damage to the Equipment beyond reasonable wear and tear, including removal of any attachments, advertisements, accessories added to the Equipment after the Start Date shall, at the sole discretion of the Owner, be repaired or replaced by the Owner at the sole cost and expense of the Renter and the Renter shall pay all of the costs and expenses incurred by the Owner on demand.

ii. If the Equipment is not promptly returned to the Owner by the end of the Term, the Renter will be deemed to have purchased the Equipment and will owe the Owner compensation equivalent to the replacement cost of the Equipment, as determined by the Owner, in its sole discretion.

2. Insurance, Operating Costs and Repairs

i. Throughout the Term, the Renter shall, at its sole cost and expense, insure the Equipment for full replacement cost (Owner to be noted as additional insured), exercise reasonable care in the use and servicing of the Equipment, and shall maintain, repair, overhaul, service and keep the Equipment in a condition equivalent to its condition at the Start Date, reasonable wear and tear only excepted, and in a fully operative condition and in good working order and ready for use for the intended purpose of the Equipment including, without restriction, replacing all damaged, lost or broken portions thereof with parts of equivalent quality.

ii. The Equipment shall be at the risk of the Renter from the Start Date until the Owner takes physical possession of the Equipment and, except as hereinafter described, the Renter assumes the risk of liability and shall pay for any loss or damage arising from or pertaining to the possession or operation or use of the Equipment from any cause whatsoever and, without limiting the generality of the foregoing, liability or loss arising from fire, theft, loss, or destruction, of the Equipment or any part thereof.

iii. In the event that the Equipment or part thereof is damaged, the Renter shall immediately notify the Owner, providing details of the damage suffered and the operable condition of the Equipment. Upon receipt of such notice, the Owner may, in its sole discretion, require the Renter to do any one or more of the following:

- a) return the Equipment to the Owner for inspection, assessment and repair;
- b) deliver the Equipment to an authorized repair contractor identified by the Owner for inspection, assessment and repair; or
- c) attend to the repair of all or any portion of such damage, as may be directed by the Owner; all at the Renter's sole cost and expense.

3. Alterations

i. Except with the prior written consent of the Owner, the Renter shall not make any modifications or alterations to the Equipment. All modifications, alterations, parts, mechanisms, additions, and repairs made by the Renter to the Equipment shall be made at the Renter's expense and risk and the cost of rectifying them shall be borne by the Renter. The modifications, alterations, parts, mechanisms and repairs, whether conducted with or without consent of the Owner, shall immediately belong to and become the property of the Owner at no expense or cost whatsoever to the Owner.

4. Title to the Equipment

i. Title to the Equipment shall at all times remain in the name of the Owner. The Renter shall have no right, title or interest in the Equipment other than the right to maintain possession and use of the Equipment for the Term, subject always to the Renter's compliance with all terms, covenants, and conditions contained within this Agreement.

5. Liens

i. The Renter shall keep the Equipment free and clear of all seizures, forfeitures, liens, claims, pledges, debts or adverse claims of any nature and shall pay all license fees, registration fees, assessments, charges and taxes, which may be levied or assessed directly or indirectly against or on account of the Equipment or any interest therein or use thereof.

6. Renter's Covenants

- i. So long as this Agreement remains in effect, the Renter covenants:
 - a) to cause the Equipment to be operated in a lawful manner and only by competent, qualified and where applicable, fully licensed operators;

SCHEDULE "B" - EQUIPMENT INSPECTION FORM

Equipment Being Rented: _____

Equipment Leaving

Equipment is clean	Yes	No	N/A
Equipment is in working order	Yes	No	N/A
Equipment is complete - no missing parts	Yes	No	N/A
Tires are in good condition	Yes	No	N/A
Hitch is in good condition	Yes	No	N/A

Comments: _____

Inspectors Initials: _____

Date Out: _____

Equipment Returned

Equipment is clean	Yes	No	N/A
Equipment is in working order	Yes	No	N/A
Equipment is complete - no missing parts	Yes	No	N/A
Tires are in good condition	Yes	No	N/A
Hitch is in good condition	Yes	No	N/A

Comments: _____

Inspectors Initials: _____

Date In: _____

SCHEDULE "C" & "D" - PREVENTATIVE MAINTENANCE & TRAINING

Refer to Equipment Log Books , Safe Work Procedures and/or the Operators Manual where applicable.

Acknowledge the above said material and read for the equipment being rented _____ *Renters Initials*

The personal information being collected on this form will be used to administer the Equipment Rental Agreement. The personal information is being collected under the authority of section 33(c) of the *Freedom of Information and Protection of Privacy (FOIP) Act* and will be managed in accordance with the provisions in the *FOIP Act*. If you have any questions concerning the collection of this information, please contact the FOIP Coordinator, County of Paintearth No. 18, Box 509, Castor, AB, T0C 0X0.