

EQUIPMENT RENTAL AGREEMENT

This Equipment Rental Agreement is entered into this ____ day of _____, 20__, between Washtenaw County Conservation District, whose address is 705 N. Zeeb Rd., Ann Arbor, MI 48103, hereafter known as the “**Owner**”, and _____, whose address is _____, hereafter known as the “**Renter**”.

I. Property Description

The Owner hereby rents to the Renter, to use for agricultural and related purposes, the equipment described on Exhibit A, hereafter known as the “**Equipment**.”

II. General Terms of Lease

A. Rental Period. The Rental Period shall commence on _____ and terminate on the _____ day of _____, 20__ at _____.

B. Right of Inspection. The Owner reserves the right to inspect the Equipment at any reasonable time.

C. No Right to Sublease. The Renter shall not re-rent any part of the Equipment or assign Renter’s right to use the Equipment to any person.

D. Failure to pay. If the Renter fails to pay the rent _____ described below when due or fails to comply with this Agreement, all costs and attorney fees of the Owner in enforcing collection or performance shall be added to and become a part of the obligations payable by the Renter hereunder.

E. Additional provisions.

(i) Renter agrees that the Equipment will not be subjected to unnecessarily rough usage, and that its use will conform to all applicable laws, ordinances and regulations. Renter agrees not to use of the Equipment for illegal purposes.

(ii) Liability for injury, disability, and death of property and other person caused by the operation, handling, or transportation of the Equipment during the Rental Period is assumed by the Renter, and Renter will fully indemnify the Owner against all such liability.

(iii) Title to the Equipment will at all times remain in Owner. Renter will give Owner immediate notice of any claim, levy, lien, or legal process issued against the Equipment. Owner, at Owner’s option, may require Renter, at Renter’s expense, to affix labels on the items of Equipment designating Owner as the Owner of the Equipment.

(iv) Upon the termination of this Agreement, Renter shall deliver, at Renter’s expense, the Equipment to Owner at Owner’s address in good condition, allowing for reasonable wear and tear, and free and clear of encumbrances.

(v) This Agreement is executed in Michigan, and all rights and liabilities under this Agreement will be determined in accordance with the law of Michigan.

(vi) Renter shall operate the Equipment according to the operating manual and Owner's no-till instructions. The Renter is solely responsible for complying with the operating manual.

(vii) All damages of the Equipment, regardless of cause, including misuse or negligence on the part of the Renter will be paid for by the Renter. Upon receiving the Equipment, the Renter must check it over before using. If damage is seen, the Owner should be called immediately so someone can check its condition. This will protect the Renter from being charged for the damage.

(viii) All Equipment shall be in clean, working order when it is picked up. Renter agrees to return the Equipment at the date described in Section II.A in the same condition it is received. If these stipulations are not met, the Renter will be charged a \$100.00 clean-up fee.

(ix) The Equipment will be available for pick-up as close to the requested date as possible, but there will be no specific dates set in advance, due to weather and unpreventable circumstances (Please contact _____ for scheduling).

(x) Owner shall determine how long Renter may have possession of the Equipment. In cases of bad weather or break-down prohibiting use, please contact the Owner at _____ as soon as possible to make arrangements. A fee of \$50.00 for the first day and \$100.00 each additional day will be charged for not adhering to Owner's terms. This is an important step to keeping the Equipment moving during planting season.

(xi) The Renter will indemnify and hold harmless, the Owner, of all claims arising out of Renter's use of this equipment.

III. Amount and Payment of Rental

A. The Renter agrees to pay a rental fee as follows:

(i) Total cash rent of \$_____ during the time period covered by this lease.

(ii) \$_____ per _____ (specify time period). The fee will be payable as follows:

IV. Operation and Maintenance of Equipment

A. The Renter agrees:

(i) Use. To use the Equipment only for its intended uses. The use of the Equipment shall not exceed _____ (units) per _____ (time period) or a total of _____ (units) during the period of the lease. If use exceeds this level, the rent for the excess use will be \$ _____ per _____. Use of the Equipment will be limited to the following locations:

_____ (location or area).

(ii) General maintenance. To perform ordinary maintenance necessary to maintain the Equipment during the rental period in as good condition as it was at the beginning. Normal wear and depreciation and damage from causes beyond the Renter's control are excepted.

(iii) Insurance. To carry personal and/or business liability insurance adequate to cover any liability while operating the Equipment. Renter shall not violate restrictions in the Owner's insurance policies without written consent from the Owner.

(iv) Costs of operation. To pay all costs of operations including fuel and lubricants.

(v) Alterations. Not to make alterations to the Equipment without written consent of

(vi) Warranties. Not to violate any restrictions specified in manufacturer's warranties or Equipment manual.

(vii) Damages. To notify the Owner in the event of any damages or accidents involving the Equipment. Renter shall pay the Owner reasonable compensation for any damages to the Equipment for which the Renter is responsible within __ days of the occurrence of the damage.

(viii) Comply with laws not to violate any applicable legal requirements pertaining to the operation or maintenance of the Equipment.

(signatures on following page)

V. Signatures

Executed in duplicate on the date first above written:

Renter

Owner

Renter

Owner