

ALPENA-MONTMORENCY CONSERVATION DISTRICT
1900 M-32 West
Alpena, Michigan 49707
(989)356-3596 X5

EQUIPMENT RENTAL AGREEMENT
TREE PLANTER

I, the undersigned Lessee, hereby agree to rent and lease from the Alpena-Montmorency Conservation District (Lessor) their Tree Planter (hereinafter called equipment), subject to the following terms and conditions:

1. I, the Lessee shall pay, to the Lessor, the sum of \$100.00 per day (\$50.00) per half day for the lease of the equipment and a \$20 drop fee. Minimum charge shall be \$50.00. A half day is from 7 AM to 1 PM and from 1 PM to 7AM the next morning. There will be a \$10.00 per hour penalty for late return of the equipment.
2. All labor, power, lubrication and supplies necessary to operate this equipment shall be furnished by the lessee. Transportation of the equipment to and from the planting site shall be the responsibility of the Lessor unless otherwise arranged.
3. The Lessee must use a tractor with a 3-point hitch. Equipment shall be operated in accordance with procedures specified by the Alpena-Montmorency Conservation District technician. However, the lessor makes no warranty either expressed or implied as to the satisfactory operation or operability of the equipment, or to the satisfactory results from use of the equipment.
4. The Lessee shall be responsible for returning the equipment to the Lessor when no longer needed, or on demand of the lessor, in as good condition and repair as when delivered to the lessee, ordinary wear and tear accepted. It shall be lawful for the Lessor or its agents to enter upon the premises of the Lessee at any time to inspect the equipment and secure the return of the equipment. Equipment that is not returned in good condition will be cleaned and/or repaired by the Lessor with an hourly rate of \$10.00 per hour for labor and all cost for parts needed to return the equipment to good condition will be charged to the lessee. If it is necessary to take the equipment to an authorized dealer for repairs the total charges will be billed to the Lessee.
5. The Lessee shall be responsible for any damage to the equipment due to negligence while in the possession of the Lessee, excepting ordinary wear and tear as determined by the Lessor.

6. The Lessee assumes and agrees to pay for all loss or damage to property and injury to or death of persons, including costs and expenses thereto arising, wholly or in part from or in connection with said use, operation maintenance or repair of said equipment or any defect therein or failure thereof causing same or contributing thereto, and the Lessee shall forever indemnify the Lessor against and save it harmless from liability for any such loss, damage, injury and death, including all costs and expenses, incident thereto.

Deposit of \$100 Required Before Equipment Can Be Rented

Signature(Lessee) _____ Date _____

Address _____ Phone _____

Reserved for(date) _____ Amount due _____

Location of trees to be planted

District Tech please complete:	
Returned in good condition: YES () NO ()	Amount paid _____
Returned on time: YES () NO ()	Penalty _____

District programs and services are offered on a nondiscrimination basis without regard to race, color, national origin, religion, sex, age marital status, or handicap.