



SLWD

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EQUIPMENT RENTAL AGREEMENT – Plastic Mulch Applicator

_____ Plastic Mulch Applicator _____ include serial no. (herein called the "Equipment")

BETWEEN: **Swan Lake Watershed District** (herein referred to as the 'SLWD')

AND: _____
(Hereinafter referred to as the 'Recipient')

WHEREAS:

- SLWD has the mandate to develop and promote systems of farm practice, tree culture, water supply, land utilization for the rehabilitation of drought and soil drifting areas in the Swan Lake Basin.
- The Recipient desires to rent from the SLWD the Equipment to assist in tree planting and it is in SLWD's interest to provide such a machine for rental.

NOW in consideration of SLWD renting the Equipment, from (date) _____
return (date) _____ with a rental of **\$20.00**, with a damage deposit of **\$100.00**, refundable if equipment is returned in good repair and meets inspection, the Recipient agrees:

1. To pick up the Equipment.
 2. Acknowledges that the Equipment is free of damage or defect.
 3. To operate the Equipment according to the Standard Operating Procedure (SOP) instructions, a copy of which has been provided to the Recipient.
- X _____ (SOP Received by Recipient – Signature)
4. To be responsible for the Equipment, to maintain the same in a good state of repair according to manufacturer's guidelines and to return the same to SLWD in good working condition.
 5. To allow SLWD access at any reasonable time, to inspect the Equipment and view its state of repair.
 6. To assume all risk of any injuries, including death, loss or damages, be it personal or property, that the Recipient, it's servants, agents or anyone claiming through the Recipient, may suffer from the use of this Equipment rented by SLWD and acknowledges that SLWD will not be liable for the same.
 7. To indemnify and save harmless SLWD from and against and be responsible for any action, claims, damages, loss, costs, expenses and disbursements including solicitor's client and administration fees, whether by way of judgment or compromise or settlement which SLWD may suffer, arising directly or indirectly from the granting of this Equipment loan, whether by performance, omission, default or remedying of such performance or default by the Recipient.
 8. That the Equipment has a replacement value of \$8,000.00.

X _____
(Picked up – Recipient's Signature)

X _____
(Date)

X _____
(Signature – Swan Lake Watershed District- SLWD)

X _____
(Date)

X _____
(Returned By – Recipient's Signature)

X _____
(Date)

X _____
(Signature – Swan Lake Watershed District – SLWD)

X _____
(Date)