



CLACKAMAS SOIL AND WATER
CONSERVATION DISTRICT
www.conservatondistrict.org

Good dirt. Clean water.

Equipment Rental Agreement: CAT 1 Box Scraper

Owner of equipment: Clackamas SWCD

Renter:

Name: _____

Date & time out: _____

Address: _____

Return date: _____

Acres to treat: _____

Phone: _____

County: _____

Email: _____

*Mailing address if different than where equipment will be used:

Equipment to be rented:

- ☐ Land Pride Fixed Bar Box Scraper
- ☐ \$50.00 per day if scraper is to be used on land located inside Clackamas County
- ☐ \$75.00 per day if scraper is to be used on land located outside of Clackamas County
- ☐ Cleaning fee of \$50 per hour if not returned clean and in its pre-rented condition

Equipment checklist: Checked by (CSWCD employee name): _____

	Check Out	Check in
3-point hitch pins		
Tine & Pins		
Blade		
Clean		

Renter's signature: _____

Date: _____

This Agreement is subject to the following terms:

Rental fees: The rental fee for Clackamas County residents is \$50 per day and residents outside Clackamas County \$75 per day. The District will bill the renter for all fees and other costs incurred. Renter agrees to pay all rental charges and costs within 10 business days of bill date.

Insurance: At the time of rental, Renter must have sufficient insurance to cover any damages to the equipment cover replacement value of equipment and any liabilities to any person while in renter's possession.

Risk of Loss: While normal wear from responsible use is expected, Renter shall be responsible for loss, theft, damage or destruction of equipment. Renter shall be responsible for all liability of equipment use and transportation. Equipment that is lost or damaged beyond repair will be paid for by Renter at regular replacement value. All damaged equipment will be repaired by the district with the cost of such repairs and replacement parts to be paid for by the Renter with exception of normal wear.

Transport: Unless otherwise agreed, the renter is responsible for transporting the equipment on a truck or trailer they provide. The renter is responsible for providing a mode of transportation suitable for transporting the equipment.

Malfunctions: The Renter shall notify the District immediately if the equipment needs maintenance or repair. The Renter shall not undertake repairs without express permission of the District. If Renter undertakes repairs without the District's permission, the Renter may be held liable for full replacement cost of the equipment.

Use at Renter's Risk: The equipment is used at Renter's sole risk. Renter agrees to use the equipment in a careful and prudent manner and return the equipment in the same condition as received. Renter agrees that the equipment will be used only with a tractor capable of operating the equipment.

Safe Operation: Renter is responsible for making sure the vehicle being used to tow the equipment is in good working order and can safely operate the equipment in the field.

Return of Equipment: Upon completion of use Renter agrees to return equipment to the District at the **previously scheduled time**.

Cleaning: Renter agrees to thoroughly clean all seed, soil, fertilizer and debris from the box, tines and all parts before returning equipment to the district. Failure to return the equipment in clean condition will incur cleaning costs at \$50 per hour (\$50 minimum) charged to Renter.

Disqualification of Future Equipment Rentals: If Renter is found to have misused equipment, the equipment has incurred damage due to negligence or Renter fails to pay the fees associated with the rental, Renter may be found ineligible for future rental from the District.

Disclaimer of Warranty: Except as otherwise expressly provided by this agreement, the District makes no expressed or implied warranty whatsoever including, and without limitation, the condition of the equipment or its fitness for a particular purpose. No defect of the equipment shall relieve the Renter of their obligation for payment to the District or of any other obligation under this agreement.

Indemnity: Renter is responsible for any accidents resulting from the transportation or use of the equipment. Renter shall indemnify District against, and hold District harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the Equipment or this Agreement, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the equipment. Renter shall further indemnify District and hold District harmless from all loss and damage to the Equipment during the rental period. Renter recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Renter's assumption of any and all liability for injury, disability and death of workers and other persons caused by the operation, use, control, handling, or transportation of the equipment during rental period.

By signing, I certify that:

- ***I have read and adhere to the terms of this Agreement***

Renter's signature: _____

Date: _____

INSTRUCTIONS for the TRANSPORTATION, OPERATION, and RETURN of the LAND PRIDE FIXED BAR BOX SCRAPER and TRAILER

Renter agrees to:

- Use the scraper in a careful and prudent manner and return the scraper (and trailer, if applicable) in the same condition as received.
- Use the scraper only on surfaces that contain no large rocks, stumps, deep holes, or steep inclines or ditches which could damage the scraper or endanger the operator by upsetting the tractor.
- Do not operate the scraper in areas where electrical wires may be embedded in the ground.
- Clean all debris from scraper and trailer before returning them. **Do not transport soil pathogens or weed seeds.**
- Clear any rope, line, wire, etc. that may have gotten wrapped around moving parts.

LOADING, SECURING, AND TRANSPORTATION REQUIREMENTS:

It is the Renter's responsibility to ensure that the vehicle and the components of the vehicle's hitch are adequate to tow the weight of the trailer and all cargo on the trailer. **Before renting this scraper, be sure your tractor or vehicle has a 3-point hitch with hydraulics to lift the scraper on and off the trailer.** The scraper weighs about 350 pounds. It is the Renter's responsibility to ensure the gross weight of the trailer and its cargo does not exceed the vehicle's towing capacity. The District trailer hitch requires a 2 5/16" ball. Ensure that the chains and chocks are secured properly to the trailer and scraper for transport. Make sure trailer lights are hooked up and operating, and be sure to return the wiring adapter to the District.

DISTRICT CONTACT INFORMATION:

Renter shall verify prior to each use of the equipment that fittings, etc. are greased. **Read the Operator's Manual.**

Clackamas Soil and Water Conservation District Office general number: 503-210-6000

To make a reservation, ask questions re: operating the scraper, and arrange for pickup/return:

Gus Liszka (cell): 503-998-4508 (office) 503-201-6005

Email: erp@conservationdistrict.org

Notify District right away if any of the following occurs.

- Equipment is in need of maintenance or repair
- Renter can't get the equipment back onto the trailer
- Renter needs to change the date or time for returning the equipment
- Renter is finished using the equipment or doesn't need it. If applicable, you will be charged for the days you have the equipment, and someone else may be waiting for it.

Upon completion of use, the Renter agrees to return the scraper ASAP. Make an appointment to return the equipment and be checked in.

Return equipment to the SWCD Equipment Rental Program (ERP), located at 22055 S. Beaver Creek Rd., Beaver Creek, OR 97004, (unless other arrangements have been made with the District).