

Equipment Rental Agreement - Steiger 9 cubic yard Carry-All

Borrower agrees to use equipment in a safe and careful manner, in accordance with the information provided by PCCD. Borrower agrees to pay the daily rental rate of \$100 and to cover the cost of repairing the equipment if damage to the equipment and/or its parts occurs due to an external cause or due to any negligence or any factor under the control of the Borrower. Borrower agrees to pay fair market value for any equipment not returned to PCCD. Borrower acknowledges that PCCD is providing the equipment only. Borrower is responsible for providing all consumable materials.

Borrower will transport the equipment by use of an appropriate sized vehicle or tractor. It is the responsibility of the Borrower to return equipment to the location designated by PCCD in this agreement. Failure to return the equipment to the designated location by the drop off date specified in this agreement will result in a late penalty of \$100 per day, or a retrieval penalty of \$1500. Borrower agrees to return the equipment in a clean and usable condition. Failure to clean the equipment appropriately will result in a cleaning fee of \$100.

Borrower releases PCCD from, any and all, liability arising from the use and/or transportation of the equipment. PCCD will not be liable for any personal injury or property damage occurring from (1) loss caused by theft, (2) accidental damage to persons or property from the transportation or operation/use of the equipment, (3) damage or injury resulting from the conduct of the Borrower whether negligent or otherwise, 4) responsibilities or claims that may result from transportation or use.

In the event of injury or damage not insured against, Borrower will pay for injury or damages at the sole expense of the Borrower. Borrower agrees to indemnify and hold harmless PCCD, its employees, board members, and volunteers from all claims arising by virtue of the transportation and operation/use of the equipment pursuant to this agreement. In the event PCCD incurs any legal fees or other costs enforcing the terms of this agreement, the Borrower will be responsible for all such fees and costs. Borrower also acknowledges that PCCD is not responsible for any public health issues arising from the use of this equipment.

pickup date _____ pickup location _____

drop off date _____ drop off location _____

days of use _____

cost _____ paid on date _____

Borrower name, signature, phone #:

Pine Creek CD staff name, signature, phone #:
