

Portable Skidder Bridge Rental Agreement and Release

The Windham County Natural Resources Conservation District, hereinafter called WCNRCD, agrees to rent the following equipment: **Portable Skidder Bridge** to the following company or person: [REDACTED], hereinafter referred to as RENTER, under the following terms and conditions:

1. Equipment Rented: Portable Skidder Bridge constructed March 2009 of green hemlock; reinforced with ¾" threaded steel rod and 10" screws and/or cabin spikes. Each bridge is made up of three panels measuring 20' long and 4' wide. You have been rented the [REDACTED] Bridge.
2. Rental Rate: The rent for the above equipment shall be \$100 per month. RENTER shall pay one month's rental fee to WCNRCD. Rental fees for subsequent months will be invoiced and sent at the completion of the rental period or at monthly intervals whichever comes first. WCNRCD reserves the right to require prepayment or a deposit.
3. Rental Period: The rental and related charges shall commence on the day the equipment is picked up and shall terminate on the date the equipment is returned. Rental is on a monthly basis. Any partial month shall be charged by WCNRCD at the whole month rate.
4. Ownership: The equipment is, and shall at all times remain, the property of WCNRCD.
5. Renter's Responsibility: Any damage and associated repair or replacement costs caused to the bridge beyond reasonable wear and tear and deemed "preventable" is the responsibility of the RENTER. Preventable damage includes inappropriate use, inappropriate loads, or general negligence.
6. Warranty: WCNRCD makes no claims as to the condition of the bridge upon rental. It is the responsibility of the RENTER to examine the bridge for structural quality prior to use.
7. Alterations: No alterations or repairs may be made to the equipment by RENTER during the rental period.
8. Assignment: Neither this agreement nor the equipment may be assigned, transferred, or be in any way encumbered by RENTER without the written consent of WCNRCD.
9. Validity: By its verbal or written authorization to WCNRCD, RENTER accepts the terms and conditions of this Agreement and agrees to return a signed copy of the Agreement to WCNRCD.
10. Maintenance: Proper care (i.e. tightening hex nuts) and maintenance of the equipment during its field use will be the responsibility of RENTER. Equipment, which is returned in poor condition requiring cleaning or repairs due to abnormal wear and tear, will be brought back to rentable condition at the expense of RENTER.
11. Default and Remedies: RENTER shall be deemed to have breached this Agreement if RENTER
 - (a) defaults in any payment;
 - (b) defaults in any of the terms herein and such default shall continue uncorrected for ten (10) days after written notice thereof to RENTER by WCNRCD; OR
 - (c) becomes insolvent, or if a petition is filed by or against RENTER under the Bankruptcy Act or any other law for relief of debts.In the event of any default, WCNRCD may declare the entire amount of unpaid rental payments immediately due and payable and WCNRCD may immediately terminate this Agreement. In the event of such termination, RENTER agrees to immediately return the equipment to WCNRCD or RENTER agrees WCNRCD may enter into the premises where the equipment is located and remove same. All costs and expenses, including legal fees incurred in execution of this section of the Agreement will be paid by RENTER.
12. Governing Law: This Agreement shall be governed by and construed for all purposes in accordance with the laws of the State of Vermont.
13. Liability: RENTER shall accept responsibility and liability for all personnel and sub-contractors used by it. RENTER shall also keep safe and hold harmless WCNRCD and assume the entire risk and liability for all and any suits, claims, causes of action, liability and damages of any kind, whether direct or consequential, brought asserted or recovered against RENTER, by third parties. Furthermore WCNRCD shall not be liable for any loss of use, profit or product or for expenses or liabilities incurred by RENTER whether or not such losses are caused or claimed to be caused by the operation, non-operation or any use whatsoever of the services or equipment provided by WCNRCD in connection with this Agreement.
14. RENTER, for the lease herein and other good and valuable consideration does hereby remise, release and forever discharge WCNRCD and its successors and assigns, of and from any and all manner of actions, causes of action, suits, controversies, agreements, trespasses, damages, judgments, executions, claims and demands whatsoever, which against the said WCNRCD and its respective successors and assigns RENTER ever had, now has or which his/her successors or assigns hereafter can, shall or may have for, upon or by reason of any matter, cause or things whatsoever, as it may relate to RENTER's lease and use of the equipment noted and this lease agreement.

WINDHAM COUNTY NATURAL RESOURCES CONSERVATION DISTRICT

Authorized Representative

Date

Printed Name: _____

Address: _____

Phone: _____

RENTER

Authorized Representative

Date

Your signature also gives permission for a forester from the Vermont Department of Forests, Parks and Recreation onto the job site for monitoring purposes.

Printed Name: _____

Address: _____

Phone: _____

Directions to Job Site: _____

****This original agreement is held by WCNRCD; a copy will be provided to you for your records****



Windham County Natural Resources Conservation District

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