

# Polk Soil and Water Conservation District

580 Main Street, Suite A Dallas, Oregon 97338

Phone: 503-623-9680 ext. 110

Email: manager@polkswcd.com

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## Claudia Chinook Educational Display Rental Agreement

**THIS AGREEMENT** is made by and through the **Polk Soil & Water Conservation District** hereinafter called the **POLK SWCD** and

\_\_\_\_\_, hereinafter called the **RENTER** to rent Claudia Chinook Educational Display.

### 1. Effective Date and Duration

This agreement shall become effective on the date agreement has been signed by every party hereto. Unless terminated or extended, this Agreement shall expire when **RENTER** returns Educational Display to **POLK SWCD**. Expiration shall not extinguish or prejudice **POLK SWCD's** right to enforce this agreement with respect to any damage or fault that occurred during rental.

- i. Rental Date is \_\_\_\_\_ to \_\_\_\_\_
- ii. Estimated Pick-up time: \_\_\_\_\_ AM/PM (Circle One)
- iii. Estimated Return time: \_\_\_\_\_ AM/PM (Circle One)
- iv. Extension of rental dates may be extended subject to approval by all parties and will incur additional fees.

### 2. Agreement

- a. Rental fee for first day \$350.00; additional fee per day \$150.00. (Non-profits may rent for \$250.00; additional fee per day \$150.00.)
  - i. The total fee for rental period is \$\_\_\_\_\_.
- b. \$150.00 deposit and this signed agreement by all parties confirm reservation.
- c. Remaining balance of rental fee is due 15 days in advance of rental pick-up date.
- d. Logistics
  - i. Title of Event: \_\_\_\_\_
  - ii. Location of Event: \_\_\_\_\_
  - iii. Contact number during Event: \_\_\_\_\_
- e. If overnight rental, **RENTER** is responsible for secure storage of Educational Display.
- f. Checks to be written to: **Polk SWCD**.

### 3. Insurance:

- a. **RENTER** must provide evidence of property insurance (Certificate of Insurance) with signed Agreement.
  - i. Certificate of Insurance must be a minimum of \$50,000.00 to cover any and all damages that may be inflicted on the Educational Display during the time it is in the care of the **RENTER**. *Most insurance providers offer a certificate of insurance at no cost.*
    1. Certificate of insurance shall list **POLK SWCD** as Certificate Holder.
  - ii. **RENTER** will be held liable for all damage that occurs to the Educational Display that is not covered by insurance.

### 4. Transportation:

- a. **RENTER** is responsible for transportation of the Educational Display.
  - i. Includes picking up and returning Display within the time of the rental agreement. It is recommended that two people pick up the Display to be able to align the hitch and check the lights, etc.
  - ii. Extension of rental return is subject to approval by **POLK SWCD**.
    1. Late returns will incur additional fees.
- b. **RENTER/Driver** must complete and sign a Release Condition Inspection Form.
- c. A member of the **POLK SWCD** will complete a Return Condition Inspection Form.

- i. **RENTER** is responsible for any and all damages sustained during rental period.
- d. **RENTER** must notify **POLK SWCD** contact immediately if Educational Display is involved in any kind of accident or incident.
- e. Transportation Requirements:
  - i. Full-size pick-up truck or suitable towing vehicle with a 2-inch hitch ball is required.
    - 1. Educational Display is 13 ¼ feet tall and weighs 2,800 lbs.
  - ii. The 28 foot trailer is supplied with a flat 4-prong plug for trailer taillights
  - iii. **RENTER** is responsible for providing their own adapters for trailer taillights.

5. Cancellation:

- a. Cancellations with 15 days or more notice are subject to a \$150.00 Cancellation Fee.
- b. Cancellations with less than 14 days notice, forfeit the full rental fee.

6. Compliance with Laws and Regulations:

- a. Both parties shall follow all federal, state, and local laws, rules, orders, ordinances, directions, regulations, and requirements pertaining to this Agreement.

7. Indemnity:

- a) **RENTER** agrees to defend, hold harmless and indemnify Polk, its officers, employees, board members, and agents from any and all liability, damages, costs, expenses, and attorney fees arising out of **RENTER'S** negligence while engaged in the activities arising out of this agreement.

8. Contact Information:

**RENTER:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Driver's License : \_\_\_\_\_

**POLK SWCD:**

Karin Stutzman, Manager

580 Main Street, Suite A

Dallas, OR 97338

Phone: 503-623-9680, ext. 110

manager@polkswcd.com

9. Entire Agreement:

- a. This Agreement constitutes the entire agreement between the parties, with respect to the subject matter hereof, and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement may not be modified, in whole or part, except in writing signed by all parties.

**RENTER**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**POLK SWCD**

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_