



Polk Soil and Water Conservation District
 580 Main Street, Suite A Dallas, Oregon 97338
 503-623-9680 x110 manager@polkswcd.com

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 @Polk County Fairgrounds**. 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.

- a. Rental Date is _____ to _____.
- b. Estimated Pick-up time: _____ AM/PM (Circle One)
- c. Estimated Return time: _____ AM/PM (Circle One)

Extension of rental dates may be extended subject to approval by all parties and will incur additional fees.

2. Agreement

Weekday Rental Fee: First day is **\$200.00**; additional fee per day **\$100.00**.
 Non-profits may rent for **\$100.00**; additional fee per day **\$50.00**.
 (Daily rate = 24 hours from time of Pick-up) **EIN #** _____

Weekend Rental Fee: Pick-up Friday anytime, Return Sunday anytime, is **\$300**.

Damage Deposit Fee: **\$150.00** refundable deposit (**due with this signed contract**)

TOTAL due for rental period is: **\$150.00 damage deposit + \$ _____ rental fee = \$ _____**

- **\$150.00 refundable security deposit**, valid certificate of insurance listing **POLK SWCD** as Certificate Holder, and this signed agreement by all parties confirms reservation.
- **Rental fee is due 15 days in advance of rental pick-up date.**
- Security deposit will be **returned after drop-off inspection** to ensure the return of all equipment (see 5).

Logistics:

- b. Title of Event: _____
- c. Location of Event: _____
- d. Contact number during Event: _____

If overnight rental, **RENTER** is responsible for secure storage of Educational Display.
RENTER must use provided ball hitch lock if leaving display unattended or overnight.

3. Insurance:

- a. **RENTER** must provide evidence of property insurance (**Certificate of Insurance**) with signed Agreement. 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.
- b. Certificate of insurance shall list **POLK SWCD** as Certificate Holder, or additional insured.
- c. **RENTER** will be held liable for all damage that occurs to the Educational Display and provided equipment that is not covered by insurance.
- d. **DRIVER** must maintain Oregon minimum insurance requirements:
 - Bodily Injury = \$25,000 per person / \$50,000 per accident
 - Property Damage = \$20,000 per accident
 - Personal injury protection = \$15,000 per person
 - Uninsured motorist = \$25,000 per person / \$50,000 per accident

4. Transportation:

RENTER is responsible for transportation of the Educational Display. This 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.

- a. Extension of rental return is subject to approval by **POLK SWCD**.
- b. Late returns may incur additional fees.
- c. **RENTER/Driver** must complete and sign a Release and Return Condition Inspection Form.
- d. **RENTER** is responsible for any and all damages sustained during rental period.
- e. **RENTER** must notify **POLK SWCD** contact immediately if Educational Display is involved in any kind of accident or incident.

Transportation Requirements:

- f. Full-size pick-up truck or suitable towing vehicle with a 2-inch hitch ball is required.
- g. Educational Display is 13 ¼ feet tall and weighs 2,800 lbs.
- h. The 28 foot trailer is supplied with a flat 4-prong plug for trailer taillights. A 6-way round and 7-way blade adapters are included.
- i. If driving on the Interstate at speeds greater than 55 MPH, you must use the provided cover for protection.

Trailer Stability/Safety Requirements:

- j. Must place provided chock blocks behind wheels at event.
- k. Must set and secure jacks evenly on a level surface.
- l. Must use ball hitch lock if leaving display unattended or overnight.

5. Equipment Provided

All equipment must be returned in working order or RENTER will be charged the replacement value + 10%.

- a. Four (4) tire chock blocks. (\$65)
- b. Two (2) plug adapters: (1) 6-way round / (1) 7-way blade (\$30)
- c. One (1) locking ball hitch with key. (\$30)
- d. One (1) large cover for fish (if traveling on roads at speeds greater than 55 MPH). (\$2200)
- e. One (1) Little Giant Alta One 17 (if given for use with cover, \$200)
- f. One (1) Unger 13' EZ 400 Access Pole (if given for use with cover, \$50)

***LADDER TO ONLY BE USED IN "A-FRAME" FORM UP TO 3 FEET ONLY – DO NOT REMOVE ZIP TIES!**

6. Cancellation:

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

7. Compliance with Laws and Regulations:

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

8. Indemnity:

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.

Make checks written out to: Polk SWCD

9. 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

10. Entire Agreement:

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- Person signing below signifies that they have the authority to sign on behalf of the RENTER

Signature: _____

Title: _____ Date: _____

POLK SWCD

Authorized Signature: _____

Title: _____ Date: _____

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