

ROUTT COUNTY CONSERVATION DISTRICT

1475 Pine Grove Road, Suite 201A Steamboat Springs, CO 80487

Information@RouttCountyCD.com | (970) 439-3243

Weed Sprayer Rental Agreement

This Agreement is between the Routt County Conservation District (the "District") and

Lessee

First Name _____ Last Name _____ (the "Lessee")

Mailing Address:

_____ Address
_____ City State Postal / Zip Code

Phone Number: _____

Email: _____

**Physical Location of Area to be treated:
(MUST BE LOCATED IN ROUTT COUNTY)**

Estimated # of Acres to be treated: _____

Chemicals to be Sprayed: _____

**Rental Rate: \$130.00 per day
(Minimum One Day Charge)**

**Damage Deposit: \$250.00
(by separate check)**

CASH OR CHECK ONLY (the District CANNOT accept credit cards at this time)

_____ Lessee: Please initial here to confirm that you have reviewed the Weed Sprayer Owner's Manual and Application Rate Chart that are available on the District's website and that you will operate the Weed Sprayer in accordance therewith.

_____ Lessee: Please initial here to confirm that you have reviewed the attached Terms and Conditions and that you agree that the District is renting the Weed Sprayer to you in accordance with such Terms and Conditions and that you will comply with them.

_____ Lessee: Please initial here to confirm that you agree (a) to tow/transport the Weed Sprayer only during daylight hours, (b) not to tow the Weed Sprayer at speeds in excess of 40mph, and (c) to carefully review and follow the label instructions for all chemicals sprayed using the Weed Sprayer.

Date Out/time: _____ at _____ am/pm

Lessee Signature:

District Signature:

Printed Name

Printed Name

TO BE COMPLETED UPON RETURN:

Return Date/Time: _____ at _____ am/pm

Total Rental Amount Due: \$ _____

Checked In By: _____ (District Use Only)
Printed Name

_____ Lessee: Please initial here to confirm that you have thoroughly cleaned the Weed Sprayer before returning it in accordance with Exhibit A attached to this Agreement and the label instructions on the tank cleaner provided to you with the Weed Sprayer.

PAID BY: **CHECK #** _____

CASH (amount): _____

TERMS AND CONDITIONS

1. LESSEE RESPONSIBILITIES

Lessee acknowledges (a) receipt of the Weed Sprayer as of the date and time set forth above, and (b) that at the time the Weed Sprayer was delivered to and accepted by Lessee it was in good working order.

Lessee agrees to use the weed sprayer in a careful manner and assumes responsibility for ALL risks arising from transportation, possession, and use of the Weed Sprayer.

Lessee also agrees:

- (a) to tow/transport the Weed Sprayer only during daylight hours,
- (b) not to tow the Weed Sprayer at speeds in excess of 40mph,
- (c) to carefully review and follow the label instructions for ALL chemicals sprayed using the Weed Sprayer,
- (d) to use the Weed Sprayer only at the location approved by the District as set forth herein, and
- (e) that the weed sprayer will be operated only by Lessee or under Lessee's supervision and direction.

If the Weed Sprayer becomes unsafe or in a state of disrepair, then Lessee shall immediately discontinue its use and promptly return it to the District. Lessee shall not make alterations or modify the Weed Sprayer without the District's prior approval.

Lessee shall thoroughly clean the Weed Sprayer before returning it to the District. To properly clean the weed sprayer, Lessee shall follow the instructions set forth on Exhibit A to this Agreement.

Except with the District's prior consent, Lessee shall not retain the Weed Sprayer beyond the time reserved.

Lessee shall not assign this Agreement or sub-lease the Weed Sprayer. Lessee shall not permit the Weed Sprayer to be used by anyone else or at any location other than the address stated herein.

In the case of equipment breakdown or inclement weather, it may be necessary to reschedule Lessee's rental of the Weed Sprayer. Lessee shall notify the District of any such inclement weather (rain, snow, or winds greater than 10 mph) or breakdowns, and the District will refund or reschedule the Lessee. If the District is NOT notified, no adjustments will be made!

2. CHARGES AND PAYMENT

At the time Lessee picks up the Weed Sprayer, Lessee shall pay the required Damage Deposit to the District by separate check. The Damage Deposit check will be shredded if the Weed Sprayer is returned on time, properly cleaned and in good working order in accordance with this Agreement.

At the time Lessee returns the Weed Sprayer, Lessee shall pay the entire rental charges due hereunder to the District. All checks shall be made payable to: Routt County Conservation District.

If the weed sprayer is returned after 8pm on the Date Due, Lessee will be charged for one (or more, as the case may be) additional days at a new rate equal to 150% of the standard daily rate. The District may deduct such amount from Lessee's Damage Deposit.

Lessee shall pay a \$75 cleaning fee to the District if the weed sprayer is not properly cleaned after use. The District may deduct such amount from Lessee's Damage Deposit.

If the District deducts any amounts from Lessee's Damage Deposit, the District will provide a written receipt/report to Lessee showing the damage costs and/or fees charged.

If the weed sprayer is not picked up for the reserved time, Lessee will be charged for the time reserved.

Lessee shall reimburse the District for all costs reasonably incurred by the District to collect the rental charges or any other amounts due from Lessee under this Agreement, including but not limited to reasonable collection agent's fees, reasonable attorney's fees and court costs.

3. WEED SPRAYER RETURN AND RETURN CONDITION

Lessee shall return the Weed Sprayer to the District (including all parts and attachments) in good working order and in the same condition as it was received by Lessee, ordinary wear and tear excepted. Lessee shall pay for any damage to, or loss of, the Weed Sprayer (or any of its parts or attachments) during the rental period or while it is in Lessee's possession or control. Normal wear and tear and periodic maintenance of the Weed Sprayer equipment shall be the District's responsibility.

The weed sprayer **MUST BE CLEANED THOROUGHLY** by Lessee before returning it to the District. To properly clean the weed sprayer, Lessee shall follow the instructions set forth on Exhibit A attached to this Agreement.

Upon return of the weed sprayer, it will be inspected for damage and condition. If it is undamaged, clean, and ready for next use, the damage deposit check will be shredded. If damage has occurred and/or the equipment is returned late or without cleaning, appropriate charges will be assessed and/or deducted from Lessee's Damage Deposit.

4. LIABILITY

Lessee assumes all liability and responsibility for any and all losses resulting from use or malfunction of the Weed Sprayer. Lessee also assumes all liability and responsibility for loss of or damage to the Weed Sprayer while it is subject to this Agreement AND ASSUMES RESPONSIBILITY FOR ALL REPAIR EXPENSES beyond normal wear and tear.

Lessee shall indemnify and hold harmless the District and its employees and agents from any and all claims, demands, actions, liabilities, losses, damages and/or expenses (including but not limited to reasonable attorney's fees and costs) resulting from or arising out of, connected with, or resulting from:

- (i) the possession, use, operation, handling or transportation of the Weed Sprayer during the rental period or while it is in Lessee's possession or control;
- (ii) any failure or breach of Lessee's responsibilities or obligations under this Agreement or for any injury to persons or damage to property caused by the Weed Sprayer or by use thereof, and will immediately notify District in writing of any failure, breach or injury or damage.

Lessee waives, and forever releases and discharges the District and its employees and agents from any and all claims of any nature for any injury or damage to (a) Lessee's employees, agents or assigns, or (b) the property of Lessee or its employees, agents or assigns, arising out of or resulting from the possession, use, operation, handling or transportation of the Weed Sprayer during the rental period or while it is in Lessee's possession or control, whether or not caused by District's negligence.

THE DISTRICT SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR DELAY OF ANY NATURE RESULTING FROM ANY DEFECT IN, INEFFICIENCY, OR ACCIDENTAL BREAKAGE OF THE WEED SPRAYER, NOR SHALL THE DISTRICT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY LOST REVENUES, LOST PROFITS, LOSS OF BUSINESS OR CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY NATURE, WHETHER OR NOT FORESEEABLE.

If the District is a party to any proceedings arising out of Lessee's performance or non-performance of this Agreement, the Lessee shall pay to the District all of District's reasonable costs, expenses and attorney fees incurred as a result of such proceedings. If any monies required to be paid under this Agreement are not paid when due by Lessee, such monies shall accrue interest at the annual rate of Eighteen Percent (18%) per annum until paid.

5. GENERAL

Title to the Weed Sprayer is and shall at all times remain in the District. If any provision hereof is unenforceable, then the rest of this Agreement will remain valid and in full force and effect. Neither Lessee nor the District is acting in any manner as agent or representative of the other.

EXHIBIT A

WEED SPRAYER TANK CLEANING INSTRUCTIONS

1. Empty sprayer completely on areas to be sprayed for weeds
2. Clean Weed Sprayer tank in accordance with the label instructions for the tank cleaner provided to you with the Weed Sprayer
3. Rinse 3x more w/ at least 50 gallons to ensure no residue remains in the tank
4. Agitate and spray inside of tank w/ hand wand
5. Dispose of all rinse water in same areas already sprayed for weeds or other area that will not contaminate water supplies, water bodies, groundwater, streams or crops
6. Thoroughly clean/spray down the outside of the Weed Sprayer to ensure that no weed debris, seeds, etc. will be transported with the Weed Sprayer when you return it to the District.

Thank You!