

BERRIEN COUNTY CONSERVATION DISTRICT

3334 Edgewood Road, Berrien Springs, Michigan 49103

Phone 269.471.9111 x3 ♦ Fax 1 855-693-2482

WWW.BERRIENC.D.ORG

Lending Library Rental Agreement Herbicide Injection Tool

I, _____, the undersigned “**Renter**”, hereby agrees to rent from the Berrien Conservation District “**Owner**”, **herbicide injection tool “equipment”**, subject to the following terms and conditions:

1. Upon scheduling and signing the rental agreement, the Renter shall pay a refundable **deposit of \$50.00** prior to taking the equipment. Upon return and inspection of the equipment, if the equipment is found cleaned out and with no needed repairs, the \$50.00 will be refunded to Renter. **If the injector is not cleaned out the Renter will incur a \$50 clean out fee.** Equipment shall be triple rinsed.
2. The Renter shall keep the equipment in a good state of repair, normal wear and tear excepted. The Renter shall pay the Owner full compensation for replacement and/or repair of any equipment with is not returned in the same condition it was rented in for any reason, including: it is lost, stolen, or is damaged. The Owner’s invoice for replacement or repair is conclusive as to the amount the Renter shall pay under this agreement. **The Renter will notify the Owner immediately if any damage to the equipment occurs.**
3. The Renter agrees to return the equipment by the agreed return date. If there is a delay, for any reason, the Renter agrees to contact the Owner to report such a delay immediately. The Renter agrees to pick up and return the equipment to the BCD Office at 3334 Edgewood Road Berrien Springs, MI 49103 unless otherwise directed by the Owner.
4. The Renter will only use the equipment where stated on this agreement. The Renter will not pledge or encumber the rented equipment in any way. The renter will not lend the equipment to anyone.
5. The Owner will furnish assistance to the Renter, at the request of the Renter, with adjustments and instructions for use of the equipment. The Owner makes no warranty, either expressed or implied as to the satisfactory results from the use of the equipment.
6. The Renter shall return the equipment when no longer needed or on demand by the Owner, in as good condition as when taken by the Renter. The Renter shall cover, house or otherwise protect the equipment from adverse weather conditions while the equipment is in their possession. It shall be lawful for the Owner or its agents to enter upon the premises of the Renter at any time to inspect the equipment and to secure the return of the equipment.
7. Renter agrees at its sole expense to maintain at all times public liability, property damage, and fire with extended coverage, theft and comprehensive insurance. Renter also agrees to use equipment in compliance will ALL applicable Federal, State and Local laws.
8. The Renter indemnifies and holds Owner harmless for any and all injuries or damage of any person or property that may arise during the operation or use of rental equipment. The Renter understands the complexity and dangers in the operation of any equipment and assumes all responsibility in using the rented equipment.
9. **The Renter shall follow any and all Personal Safety and Tool Use and Care protocol that is listed on the Instruction Manual** that is provided with the equipment at the time of rent. The Instruction Manual should be taken with the Renter at the time of rental and brought back when equipment is returned.

If there are any issues, questions, concerns or schedule changes Renter should call 269-471-9111 x 3

Renter Signature _____ Date _____

Address of Renter _____ Daytime Phone _____

Address of use _____

Office only:

Reserved Date Out _____ Actual Date Out _____

Expected Date Back _____ Actual Date Back _____

Returned in good condition? <input type="checkbox"/>	Cleaned/Triple Rinsed? <input type="checkbox"/>	Match form completed? <input type="checkbox"/>	Treatment Tracking form completed? <input type="checkbox"/>
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Checked out by BCD signature _____ Checked in by BCD signature _____

Deposit Date:

Deposit Returned Date:

Check Number:

Check Number:

Cash or Credit Card

Cash or Credit Card

Deposit Amount:

Returned Deposit Amount: