

**Hull-York Lakeland RC&D
Tree Planter and Trailer Rental Agreement**

The Hull-York Lakeland RC&D Council, hereinafter referred to as HYL RC&D, hereby agrees to rent a Kelco Model TP300 3-point hitch tree planter with 4' by 8' utility trailer to:_____ . By signing this rental agreement, the renter hereby agrees to the following terms and conditions and by his/her signature acknowledges having read same:

1. The rate of rental will be \$40.00 per day. If not returned on the agreed upon day as stated in this agreement, an additional charge of \$25.00 per half day will be assessed unless an additional day is requested and such day is not scheduled for another rental. In such circumstances the rate shall remain \$40.00 per day. The first half day is defined as prior to 12:00 noon. The second half day is defined as after 12:00 noon and before the end of the business day, which is 4:30 p.m. After 4:30 will be considered the start of another half day.
2. There will be a \$50.00 deposit payable at the time of rental. This deposit will be refunded if and when the tree planter and trailer are returned on time and in good condition. Good condition is defined as the condition similar to prior rental condition. Any damage considered by HYL RC&D Council or Executive Council to have occurred through misuse or abuse will be assessed and deducted from the deposit. Any damage or abuse in excess of the deposit will be paid by the undersigned renter.
3. The tree planter and trailer will be returned in reasonably clean condition. Reasonably clean condition is defined as no excessive mud or debris on the tree planter or the trailer on which it is hauled. Cleanliness will be determined by the HYL RC&D Council, the Executive Council, or their appointed representative. In the event that it is returned in other than reasonably clean condition, a \$25.00 cleaning fee will be deducted from the rental deposit.
4. In the event of a breakdown, the HYL RC&D Office will be contacted at 931-528-6472, extension 4, prior to any repair work being performed or contracted by the renter.
5. By signing this agreement the undersigned renter hereby agrees to assume full liability for the tree planter and trailer at all times that it is in the possession of the renter, his/her agents, employees or family members. The renter also hereby agrees to assume full liability, damages or claims arising from the transportation, operation and possession of the tree planter and trailer. The renter agrees to indemnify and hold harmless officers, directors, and employees of the HYL RC&D Council, the USDA-Natural Resources Conservation Service, and the Tennessee Department of Agriculture as to any and all claims or damage that may arise from the renter's use, possession, transportation, and operation of the tree planter and trailer. The renter further agrees to indemnify and hold harmless the above named individuals,

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organizations and agencies as to any and all damages and claims whatsoever as a result of the planted trees.

- 6. By signing this agreement the renter hereby certifies that they have current and valid insurance on the vehicle that will be used to transport the tree planter and trailer. A copy of a valid insurance card must be presented at time of pickup.
- 7. The renter agrees not to assign, or sublet this rental, and further agrees that this agreement shall be legal and binding upon the heirs, executors, and administrators of the renter.
- 8. In the event that any amount owed under this agreement is not paid by the renter, the renter agrees to pay the reasonable attorney fees and costs incurred in collecting the amount due and payable.

I have read and understand the above terms and conditions. Any questions have been satisfactorily answered to my satisfaction, and I understand all terms and conditions.

SIGNED (RENTER) PRINTED NAME

DATE SIGNED HOME ADDRESS

PHONE LOCATION OF FARM FOR RENTAL USE

DATE OF RENTAL DUE DATE FOR RETURN #RENTAL DAYS

TOTAL AMOUNT DUE DEPOSIT RECEIVED DATE RETURNED

CLEANLINESS AT RETURN OVERALL CONDITION AT RETURN

ADDITIONAL COMMENTS: _____

CHECKED BY:

Date