***SOIL AERATOR RENTAL AGREEMENT***

 Contract No. \_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The following parties agree to the terms of this agreement:

Klamath Soil & Water Conservation District

1945 Main St, Suite 200

Klamath Falls, OR 97601

Hereafter called “District”

 And

Name (responsible persons or entity):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FSA# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hereafter called “Renter.”

**The parties agree as follows:**

**1. Equipment:** District rents to Renter Aerway Pasture Aerator, hereafter called “aerator” for use of aerating consistent with soil conservation practices.

**2. Delivery and Moving of Drill:** Renter acknowledges several other parties are expected to utilize the Aerator, and its availability at a particular date cannot be assured. District is not responsible for delays in delivery resulting in use of Aerator by others. Nor is District responsible for any equipment failure, or other delays. Renter shall use diligence to complete Renter’s aerating project and notify District upon completion.

District shall cause Aerator to be delivered to the location designated by renter. Renter agrees to pay District $50.00 for the delivery of the aerator to Renter’s field, unless Renter’s intended location of use is in close proximity to where the Aerator was last used. Renter may be given permission to move the Aerator to Renter’s field by using his own tractor. Aerator may remain at Renter’s location for reasonable time after Renter is finished with use of Aerator.

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**3. Payment:** In addition to charge for the delivery of Aerator, Renter shall pay the amount of **$6.00 per acre** aerated, upon billing as set forth below. In any event, Renter shall pay a **minimum amount of $100** for aerator use.

**4. Condition, Cleaning & Maintenance:** Renter acknowledges having inspected the Aerator and has found it to be in apparent satisfactory condition and clean of debris.

***Renter (or Renter’s Agent) initials accepting condition of the Aerator: \_\_\_\_\_\_\_\_\_\_\_\_\_\_.***

Renter shall use the Aerator in a careful and prudent manner in accordance with manufacturer’s specifications and industry standards. Renter shall use Aerator in a safe manner and will take reasonable care of Aerator while in Renter’s possession or at location designated by Renter.

Renter shall give up possession of Aerator in good condition, free of debris. If District determines the Aerator is not returned in good condition, then Renter shall pay a fee in an amount to be determined by and at the discretion of governing Board of District, to be paid in the same manner as rent.

District is responsible for ordinary maintenance and repair of Aerator; PROVIDED HOWEVER, Renter shall be responsible for costs of any repairs to Aerator resulting from Renter’s improper use, and any damage resulting from Renter’s negligence. Renter shall promptly notify District of any repairs that may be required for Aerator to be in good and safe operational condition.

**5. Estimated Area Planting:** Renter estimates the Renter will aerate \_\_\_\_\_\_\_ acres. Within 5 days of completion of planting, Renter shall provide District with actual acres aerated, hereafter referred to as “Reported Acres”

**6. Payment:** Payment shall be made within 30 days of billing date. Billing shall be based upon Reported Acres aerated and other fees, including delivery charge as set forth above. If Renter fails to pay such amount billed in full within 30 days of date of such billing, penalty shall accrue at the rate of 18% APR calculated for each month of delinquency.

**7. Confirmation of Acres:** Utilizing Farm Service Agency aerial maps, or other source, Reported Acres aerated may be confirmed by District.

In the event actual acres aerated are found to be 10% over Reported Acres, Renter will be disqualified from renting Aerator in the future. Renter may ask for review of such determination by the governing Board of District. Such determination by Board shall be final as regards all such matters, including facts and disqualification.

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**8. Location of Use:** Renter shall utilize the Aerator at the following location (address or description of location); \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**9. District Held Harmless:** District is not responsible for any injuries to persons or damage to property while Aerator is in possession, control of, or upon property designated by Renter. In consideration of renting the Aerator, Renter agrees to defend, hold harmless and indemnify Klamath Soil and Water Conservation District, 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.

**10. No Warranty:** District makes no representation or warranty, either expressed or implied, regarding the probable success of Renter’s aerating project, nor of success of use of Aerator, nor of the applicability or suitability of Aerator for Renter’s purposes.

**11. Agreement Subject to Other Laws:** District is a Soil and Water Conservation District formed and operated pursuant to Oregon Revised Statutes Chapter 568. Renter shall utilize Aerator in accordance with all federal, state and local laws, rules, and regulations without limitation, and applicable provisions of the Oregon Revised Statues, The District, the U.S. Environmental Protection Agency or the Department of Environmental Quality. Renter shall be solely responsible for paying any fines or penalties incurred as a result of any improper or illegal operation of the Aerator.

**12. Non-Discrimination:** Neither party shall discriminate or permit discrimination against any individual or group on the grounds of age, race, creed, color, national origin, religious preference, sex, disability or marital status in any way related to this agreement.

**13. Records; Non-Assignment; Non-Amendment; Entire Agreement:** Renter shall prepare and maintain records in an orderly manner records relating to the use of Aerator and shall provide such records to District upon request of District. Such records shall be so maintained for a period of not less than three years from time of use of Aerator.

Renter shall not assign, transfer, convey, sublet or otherwise dispose of this agreement or any of Renter’s right, title or interest therein, nor the power to execute this agreement, without the prior written consent of District.

No waiver, modification or amendment of this agreement or any part thereof shall be valid unless in writing and duly executed by both parties. A waiver of any breach hereof shall not prevent forfeiture for any succeeding breach.

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This agreement contains the sole and entire agreement between the parties and shall supersede all other agreements, if any, between the parties relating to Aerator Any other statements or representations made by either party are void and have no force or effect.

**14. Enforcement, Costs and Fees:** In the event that either party must enforce the terms herein, the prevailing party hall be entitled to attorney fees and costs for such enforcement, including appeal.

**15. Binding Agreement:** This agreement shall be binding not only upon the parties hereto, but upon their successors, heirs, assigns and personal representatives.

**District, by:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Renter, by:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***To be filled out by District from information provided by Renter:***

**Reported Acres aerated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date finished: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Source and date information received: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

***To be filled out by District from information provided by Renter: (for second use in same year)***

**Reported Acres aerated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date finished: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Source and date information received: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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