

Anchor Chain Scarifier Rental Agreement

between

Conservation and UW-EX Education Committee/Land & Water Conservation
Department (Lessor)

and

_____ (Lessee)

The undersigned _____, Lessee, hereby rents from Oneida County Land & Water Conservation Department (Oneida County LWCD), Lessor, one anchor chain scarifier machine (machine), subject to the following conditions (wherever "machine" appears in this Agreement, it shall include a caravan trailer):

1. Lessee agrees to pay to the Oneida County LWCD \$15.00 per acre scarified with said machine. Lessee acknowledges he will scarify approximately _____ acres. Estimated total cost \$_____. (Make checks payable to Oneida County LWCD.) Rental charges must be paid prior to the use of the machine.

2. **A \$250 deposit** will be required at agreement signing, made out to the Oneida County LWCD. The deposit will be returned when; any needed repairs are made and all other conditions of the agreement are met.

3. Lessee agrees to utilize the scarifier only for its designed use and as more particularly specified below; agrees to haul it behind appropriate equipment to and from the locations specified by a DNR Forester in a safe and legal manner and agrees to return it on the required date in working condition.

4. The Lessee shall comply with all Federal, State and local codes, laws, regulations, standards, ordinances, including those of the Occupational Safety and Health Administration (OSHA) and the Department of Natural Resources (DNR).

5. Any other use of the machine by the Lessee shall be permitted only with the express written permission of the Land & Water Conservation Committee.

6. The Lessee shall return the machine to a location designated by the Lessor when it is no longer required by the Lessee or whenever orally demanded by the Lessor in what the Lessor deems to be as good condition and in repair as when delivered to the Lessee, ordinary wear and tear is expected. Lessee also understands and agrees that Lessee will be liable for any and all breakage or damage that occurs to the machine while it is in the custody and possession of the Lessee, and further agrees

to pay for any repairs made necessary by such breakage or damage and that such repairs will be made by or under the direct supervision of the Land & Water Conservation Department. The Lessor may enter upon the premises of the Lessee at any reasonable time upon reasonable notice to obtain possession of the machine.

7. The Lessee assumes and agrees to pay for all loss or damage to property and injury to or death of persons, including costs and expenses thereto, arising wholly or in part from or in connection with the use, transportation, operation, maintenance or repair of the machine or any defect therein or failure thereof causing some or contributing thereto, and the Lessee agrees to protect, indemnify and save harmless the Lessor, its employees, officers and agent from and against any and all claims, causes of action, damages, demands, liabilities, costs and expenses by reason of any loss or damage to any property or injury to any person arising from any act or omission of the Lessor or the Lessee or their respective employees, agents, officers, representatives, members, successors, heirs, servants, directors, contractors or subcontractors.

8. The Lessor may terminate this Agreement upon oral or written notice.

9. This Agreement may not be assigned or otherwise transferred. A waiver by either party of any breach of this agreement shall be in writing and such waiver shall not affect the waiving party's rights with respect to any other or further breach.

10. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement.

11. During the term of this Agreement the Lessee shall furnish and maintain the following insurance: (a) General Liability Insurance, with a combined single limit of \$1,000,000 per occurrence and \$1,000,000 annual aggregate; (b) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; (c) Worker's Compensation Insurance: Coverage A-Limits Statutory; Coverage B: Employer's Liability Limits; Bodily Injury by Accident-\$100,000 each Accident minimum; Bodily Injury by Disease-\$100,000 Policy Limit Minimum; and Bodily Injury by Disease - \$500,000.00 Each Employee minimum. Certificates of insurance are required for all policies. With the exception of Worker's Compensation Insurance the Certificate must name Oneida County as an additional insured on the policy and must require a thirty (30) day cancellation notice. An updated copy of the Certificate must be

provided anytime a change is made to the policy. In the event any of the Lessee's insurance policies are terminated for any reason, he/she shall immediately cease all activities otherwise permitted by this agreement and provide written notice to the County.

12. Any notice required by this Agreement shall be made in writing to the address specified below:

LESSOR: Conservation and UW-EX Education Committee
Jim Winkler, Chairman
P.O. Box 400, One South Oneida Avenue
Rhinelander, WI 54501-0400
Telephone: 715/369-7835

LESSEE: _____

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between Lessor and Lessee.

Michele Sadauskas
Oneida County Conservationist

Ricky Keller
DNR Forester, Oneida County Liaison

Dated: _____

Dated: _____

LESSEE: Name: _____
Address: _____
City, State, Zip Code: _____
Telephone: _____

Lessee Signature Date

LEGAL DESCRIPTION OF LAND WHERE SCARIFICATION WILL OCCUR:

County of _____, Township of _____
Section # _____, Township _____ North, Range _____ East; Acres _____
Description: _____.

IDENTIFY SPECIFIC INTENDED USE: _____.

MACHINE PICK-UP DATE: _____

MACHINE RETURN DATE: _____