

# Tree Planter Rental Agreement

between

Oneida County Conservation and UW-Extension Education Committee (Lessor)  
and

\_\_\_\_\_ (Lessee)

The undersigned \_\_\_\_\_ (Lessee), hereby rents from Oneida County Conservation and UW-Extension Education Committee (Lessor), one tree planting machine subject to the following conditions:

- 1.) The Lessee shall pay to the Lessor for the use of the tree planting machine directed by this schedule: **Separate Checks for deposit and payment charge are required.**
  - a. **\$30 refundable deposit** (payable to Oneida County LWCD) when all other conditions are met.
  - b. Charge: **\$40/day** (payable to Oneida County LWCD)
  - c. \$100 late fee for every day beyond time period established, unless previous arrangements are made with the Lessor. This \$100/day late fee will be assessed in addition to the \$40 fee set forth in 1.) b
  - d. This agreement is subject to payment of 5.5% sales tax. If you are tax exempt, you must fill out the certificate for exempt use and return it with this agreement.
- 2.) From tree planter pick-up location to return location, which will be designated by the Lessor, the Lessee shall furnish all necessary labor, supplies, and power required in the operation and movement of said tree-planting machine while in the Lessee's possession. All vehicles involved in the transportation of the tree planting machine shall be insured pursuant to section 6 of this agreement.
- 3.) 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).
- 4.) The Lessee is responsible for all breakage and damage incurred while the tree-planting machine is in the Lessee's possession. The Lessee is responsible for actual costs of labor and materials to repair the damage to the tree-planting machine. The Lessee's responsibility for payment of such costs shall not be covered by any of the deposits or fees set forth at 1). Above. Normal wear and tear is anticipated. Any such repair to damage or breakage will be made by or under the direct supervision and approval of the Oneida County Conservation and UW-Extension Education Committee.
- 5.) The Lessee agrees to protect, indemnify and save harmless the Lessor and its employees from and against any and all claims, courses of action, damages, demands, liabilities, costs, and expenses including attorney fees 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 or contactors.
- 6.) During the term of this Agreement the Lessor 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 if the Lessee is a business, and \$500,000 if the Lessee is an individual; (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-minimum. Certificates of Insurance are required for all policies. With the exception of Worker's Compensation and Automobile 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 shall immediately cease all activities otherwise permitted by this agreement and provide written notice to the County.
- 7.) 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. Any

void provision shall be deemed severed from this Agreement and the valance of this Agreement shall be construed and enforced as it did not contain the particular portion of provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire agreement from being void should a provision which is of the essence of this Agreement be determined void.

- 8.) This agreement may not be assigned or transferred. A waiver by either party of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- 9.) Upon termination of contract, the Lessee will return the tree-planting machine to a location to be determined by Oneida County Land & Water Conservation Department.
- 10.) Any notice required by this Agreement shall be made in writing to the address specified below.

**LESSOR:** Oneida County Conservation and UWEX Education Committee  
Land & Water Conservation Department  
P.O. Box 400, One South Oneida Avenue  
Rhinelander, WI 54501-0400  
Telephone: 715 – 369 - 7835  
Fax: 715 – 369 – 6268

**LESSEE:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
**Lessee Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\_\_\_\_\_

Tree Planter **Pick-up Date** \_\_\_\_\_ Tree Planter **Return Date** \_\_\_\_\_

\_\_\_\_\_  
**Lessor** (Oneida County CUW Chairman) \_\_\_\_\_ **Date** \_\_\_\_\_