



POLICY MANUAL

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| Legal References: | Policy department: Agriculture Services |
| Cross References: <ul style="list-style-type: none"> • Agriculture Service Board | Policy Number: D10 |
| Adoption Date: <ul style="list-style-type: none"> • April 14, 2003 - #04/272/2003 | Policy Title: Rental Equipment Policy |
| Revision Date: <ul style="list-style-type: none"> • April 2, 2012 – Motion #04-297-12 • May 9, 2016 - #CM20160509.1012 • March 23, 2020 - #CM20200323.018 | Review Date: March 2023 |

POLICY PURPOSE:

The purpose of this policy is to provide and maintain rental equipment deemed necessary by the Agricultural Service Board for the residents and non-commercial organizations of the County of Grande Prairie No.1.

POLICY STATEMENT AND GUIDELINES:

1. Equipment will be rented to residents of the County of Grande Prairie No. 1 on a first come first served basis.
2. A list will be kept of all bookings including date first requested, length of time required, name, address, and phone number.
3. County personnel will provide information to renters about the equipment required to load, unload, operate and transport the rental equipment.
4. Renters must sign rental agreement forms and leave damage deposits before picking up equipment. A secured damage deposit is required for each piece of equipment.
5. Renters will be supervised while loading or unloading equipment in the County of Grande Prairie No.1 Agricultural Services yard or warehouse.
6. Renters will pick up and return equipment during business hours.
7. Equipment shall be returned to the designated location in the Agricultural Services yard or warehouse.



8. All equipment shall be inspected at time of pick-up and return, and damage shall be noted on the rental form, and certified by the renter.
9. Damage shall be assessed whether it was due to normal wear or negligence. Damage due to negligence shall be charged to the renter.
10. Damage deposits shall be held at the office until equipment is returned and has passed an inspection of working order and cleanliness.
11. Equipment returned unclean will be cleaned and a cleaning fee will be charged to the renter.
12. If the equipment is not returned on the day specified by the rental agreement and individuals are waiting for the equipment, the renter will be contacted. If the renter fails to return the equipment, the Fieldman or designate will retrieve the equipment. This will result in the renter forfeiting rental privileges until such time as full recovery cost, plus rental charges for the total number of days that the equipment was held, are recovered. A fee will be charged to the renter as penalty for retrieving the equipment.
13. In addition, when it becomes known that a renter is in arrears for rental fees or damage charges in excess of 60 days, they will be notified by letter and informed that their rental privileges are suspended until full payment is received.
14. All equipment shall be inspected periodically to ensure proper maintenance. Rental equipment rates are as set by Council in the County of Grande Prairie Schedule of Fees, Rates and Charges Bylaw #3118.
15. The staff of the County of Grande Prairie No.1 has the right to refuse the release of any piece of equipment in their opinion if cannot be transported in a safe manner.
16. The Agricultural Service Board reserves the privilege to rent the equipment.
17. The Agricultural Service Board shall evaluate all rental equipment annually for benefit, use, rental rates, and repair cost.
18. Rental charges for holidays and weekends shall be assessed if equipment is used on these days.
19. The loading and unloading of rental equipment on the County of Grande Prairie No.1 property shall be conducted in a proper and safe manner. The County of Grande Prairie No.1 will not be responsible for any accidental charges resulting from improper handling of equipment.
20. The renter must maintain:
 - a. A \$1,000,000 inclusive per occurrence Comprehensive General Liability Insurance Policy against bodily, personal injury, and property damage including loss of use of the property.
 - b. \$1,000,000 inclusive automobile liability insurance policy on all vehicles owned, operated, or licensed in their name if they are used to tow or haul rental equipment as per the rental equipment agreement.



CONFIDENTIALITY:

The use and interpretation of all County Policies and schedules will comply with all aspects of the Freedom of Information and Protection of Privacy Act (FOIP). Any breaches of the FOIP Act will be subject to disciplinary action.

RECORDS MANAGEMENT REQUIREMENTS:

All documentation will be filed in accordance with the Records Management Policy and to comply with the Municipal Government Act, FOIP and the Records Management Act and any other applicable act or legislation.

NON-COMPLIANCE:

Consequences of non-compliance with this Policy may result in the potential for legal challenges and/or penalties to the County of Grande Prairie No. 1, its elected officials and/or staff.

The Chief Administrative Officer must approve any exceptions to the Policy.

POLICY AUTHORITY:

The County Administrator has the authority to amend the related Schedules of Policy D10 from time to time to keep current, enforceable and compliant with statutes and legislation in the Province of Alberta. Any changes that are made to Policy are to be approved by Council.

SCHEDULE(S):

1. Rental Equipment
2. Equipment Rental Agreement
3. Schedule "A" Additional Terms
4. Schedule "B" Equipment Inspection Form
5. Schedule "C" Preventative Maintenance Checklist



Schedule 1 - RENTAL EQUIPMENT

Tree Planter

- No safety light hook-up for transportation
- Has both 2" ball and u-hitch
- Must have a one million dollar liability on farm land
- Must return clean – free from soil

Plastic Mulch Applicator

- No safety light hook-up for transportation
- Has 2" ball
- Must have a one million dollar liability on farm land
- Must return clean – free from soil

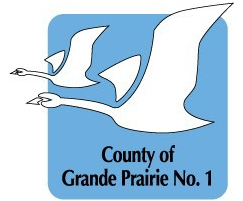
Skid-Mount Sprayer

- Require tie-downs for transportation
- 30 foot spray on either side
- 700 liter tanks (200 gallons)
- weighs 600 pounds empty and 1700 pounds full
- Hand reel with 300 foot hose
- Honda engine with low oil alert
- Boomless boom, ideal for fence lines, small areas, pasture land, acreages
- removal of tailgate for transport is recommended

Truck Mount Applicator – Grasshopper Control

- Light weight 140 pounds -mounts in truck box
- 180° rotating spout operated from in-cab
- In-cab on/off switch for feed auger
- Hopper holds three bags of Eco Brand (132 pounds)
- Will spread grass seed
- Honda engine with low oil alert

EQUIPMENT RENTAL AGREEMENT



BETWEEN: COUNTY OF GRANDE PRARIE NO. 1

AND: _____ Phone #: _____
(the "Renter")

of _____, Alberta Postal Code: _____

Equipment Rental rates as per Bylaw # 3118 "Schedule of Fees, Rates and Charges Bylaw". A secured pre-authorization of VISA or MasterCard is required. Weekends there is a 2-day charge if picked up at 4:00 p.m. Friday and returned 8:30 a.m. Monday

PAYMENT WILL BE MADE AFTER INSPECTION OF EQUIPMENT

1. **Schedules** The following schedules form part of the Agreement:
 - Schedule "A" – Additional Terms
 - Schedule "B" – Equipment Inspection Form
 - Schedule "C" – Preventative Maintenance Checklist
2. **Equipment** The equipment rented under this agreement is as follows (the "Equipment") and must be returned no later than **4:00 p.m.** Monday to Friday or late fee will apply. Equipment must be returned clean or a cleaning fee will apply.

Skid Sprayer

Mulch Applicator

Tree Planter

Truck Mount Applicator

3. **Grant** The Owner has agreed to rent to the Renter, and the Renter has agreed to rent from the Owner, the Equipment, subject to the terms, covenants, and conditions contained in this Agreement.

4. **Term** The term of the rent under this Agreement will be from _____ (time) on the _____ day of _____ month, _____ year ("Start Date") to _____ (time) on the _____ day of _____, _____ year (the "Term"). For clarification, the Term of this Agreement shall not expire until the Equipment has been returned to and accepted by the Owner.

5. **Payment** The Renter will pay:

Daily rental for the Term in the sum of \$_____ dollars per day payable upon execution of this Agreement, or (the "Rent") plus any other late fees or damages for damaged equipment. The Renter will pay all applicable GST and other taxes or assessment regarding the rent of the Equipment.

- 6. **Equipment Inspection** The Renter and Owner will complete the Equipment Inspection Form attached as Schedule "B" to this Agreement prior to taking possession of the Equipment, and again upon the return of the Equipment.

- 7. **Preventative Maintenance Checklist** The renter shall be responsible for the performing such maintenance, cleaning or repair duties as may be required within the Preventative Maintenance Check list attached as Schedule "C" to this Agreement, so as to ensure the Equipment is kept in optimal condition and safe for operation.

- 8. **Equipment Inspection** The Renter and Owner will complete the Equipment Inspection Form attached as Schedule "B" to this Agreement prior to taking possession of the Equipment, and again upon the return of the Equipment.

- 9. **Operating Instructions and Training** The Renter shall observe and comply with all operating and safety instructions by the Owner related to transport, storage and operation of the Equipment including.

- 10. **Special Terms** In addition to all of the terms, covenant, and conditions contained in this Agreement, the Owner and the Renter agree to the following additional terms, covenants and conditions:

- 11. **Notice** Any notice to be given by the Renter to the Owner shall be in writing and delivered to the Owner's designated representative at the address below. Any notice to be given by the Owner to the Renter may be verbal or in writing and delivered to the Renter or any representative of the Renter at the address or phone number shown below.

Granted by:

Signed, Sealed and Delivered by the Owner, in the presence of:

[COUNTY OF GRANDE PRAIRIE NO. 1]

 Signature
 10001-84th Avenue, Clairmont, AB T8X 5B2
 780-532-9727

Per: _____

Per: _____

Accepted by:

Signed, Sealed and Delivered by:

[Renter Name] _____

 Signatory, on his/her own behalf or on behalf of corporate Renter if a validly existing corporation, in the presence of:

Per: _____

Address: _____

Per: _____

Phone: _____

SCHEDULE "A" - ADDITIONAL TERMS

1. Return of Equipment

1.1 On the expiry of the Term, the Renter shall immediately return the Equipment to the Owner which shall be clean, in proper working order, and in as good a condition as when received by the Renter. Any damage to the Equipment beyond reasonable wear and tear, including removal of any attachments, advertisements, accessories added to the Equipment after the Start Date shall, at the sole discretion of the Owner, be repaired or replaced by the Owner at the sole cost and expense of the Renter and the Renter shall pay all of the costs and expenses incurred by the Owner on demand.

1.2 If the Equipment is not promptly returned to the Owner by the end of the Term, the Renter will be deemed to have purchased the Equipment and will owe the Owner compensation equivalent to the replacement cost of the Equipment, as determined by the Owner, in its sole discretion.

2. Insurance, Operating Costs and Repairs

2.1 Throughout the Term, the Renter shall, at its sole cost and expense, insure the Equipment for full replacement cost (Owner to be noted as additional insured), exercise reasonable care in the use and servicing of the Equipment, and shall maintain, repair, overhaul, service and keep the Equipment in a condition equivalent to its condition at the Start Date, reasonable wear and tear only excepted, and in a fully operative condition and in good working order and ready for use for the intended purpose of the Equipment including, without restriction, replacing all damaged, lost or broken portions thereof with parts of equivalent quality.

2.2 The Equipment shall be at the risk of the Renter from the Start Date until the Owner takes physical possession of the Equipment and, except as hereinafter described, the Renter assumes the risk of liability and shall pay for any loss or damage arising from or pertaining to the possession or operation or use of the Equipment from any cause whatsoever and, without limiting the generality of the foregoing, liability or loss arising from fire, theft, loss, or destruction, of the Equipment or any part thereof.

2.3 In the event that the Equipment or part thereof is damaged, the Renter shall immediately notify the Owner, providing details of the damage suffered and the operable condition of the Equipment. Upon receipt of such notice, the Owner may, in its sole discretion, require the Renter to do any one or more of the following:

- (a) return the Equipment to the Owner for inspection, assessment and repair;
- (b) deliver the Equipment to an authorized repair contractor identified by the Owner for inspection, assessment and repair; or
- (c) attend to the repair of all or any portion of such damage, as may be directed by the Owner;

3. Alterations

3.1 Except with the prior written consent of the Owner, the Renter shall not make any modifications or alterations to the Equipment. All modifications, alterations, parts, mechanisms, additions, and repairs made by the Renter to the Equipment shall be made at the Renter's expense and risk and the cost of rectifying them shall be borne by the Renter. The modifications, alterations, parts, mechanisms and repairs, whether conducted with or without consent of the Owner, shall immediately belong to and become the property of the Owner at no expense or cost whatsoever to the Owner.

4. Title to the Equipment

4.1 Title to the Equipment shall at all times remain in the name of the Owner. The Renter shall have no right, title or interest in the Equipment other than the right to maintain possession and use of the Equipment for the Term, subject always to the Renter's compliance with all terms, covenants, and conditions contained within this Agreement.

5. Liens

5.1 The Renter shall keep the Equipment free and clear of all seizures, forfeitures, liens, claims, pledges, debts or adverse claims of any nature and shall pay all license fees, registration fees, assessments, charges and taxes, which may be levied or assessed directly or indirectly against or on account of the Equipment or any interest therein or use thereof.

6. Renter's Covenants

6.1 So long as this Agreement remains in effect, the Renter covenants:

- (a) to cause the Equipment to be operated in a lawful manner and only by competent, qualified and where applicable, fully licensed operators;
- (b) to cause the Equipment to be used only in a prudent and safe manner and only for the purpose for which they were designed;
- (c) to furnish at its own expense all fuel, oils, lubricants and other labour or material necessary for the operation and maintenance of the Equipment. to not share the Equipment with any other person, nor lend, rent, lease or sublet the Equipment to any other person or user, without the express written consent or approval from the Owner;

- (d) to not share the Equipment with any other person, nor lend, rent, lease or sublet the Equipment to any other person or user, without the express written consent or approval from the Owner;
- (e) upon the expiry of the Term, to immediately return the Equipment to the Owner (the Renter shall not be permitted to give the equipment to any other person or user prior to return to the Owner); and
- (f) to promptly notify the Owner of any accident, damage, deficiencies or theft related to the Equipment, and/or of deficiencies in the Equipment.

Events of Default

6.2 If:

- (a) the Renter becomes insolvent, bankrupt or if a receiver is appointed for the Equipment of the Renter or bankruptcy, re-organization, insolvency, liquidation or dissolution proceedings shall be instituted by or against the Renter;
- (b) the Renter fails to make a payment as and when required under this Agreement; or
- (c) the Renter shall be in default of any of its obligations hereunder and such default continues after the expiry of three (3) days' written notice by the Owner requiring the Renter to rectify such default, unless however, said default is not reasonably capable of being rectified within the said period and the Renter, acting reasonably, is working and continues to work diligently towards rectifying such material default;

the same shall constitute an Event of Default.

6.3 In addition to any other rights or remedies available, upon an Event of Default occurring, the Owner may take possession of the Equipment.

7. Overdue Rent

7.1 Any overdue payments will be followed up Agricultural Staff members.

8. Waiver and Indemnity

8.1 The Renter hereby:

- (a) waives any and all claims, rights or causes of action of every nature and kind at law or equity or under any statute that it has or may have in the future against the Owner or its councilors, officers, employees and agents; and
- (b) forever releases Owner or its councilors, officers, employees and agents from any and all liability;

related to injury, death, property damage, property loss or any other loss or expense that may be suffered by the Renter or, to the extent legally possible, its employees, agents, next of kin or legal representatives, resulting directly or indirectly from, or in any way attributable to the condition of the Equipment and the sufficiency of the instructions or training provided by the Owner, or in any way attributable to the transportation, operation, maintenance, repair, use, misuse, nonuse of the Equipment by the Renter, its directors, officers, contractors, employees, servants, or agents or any other person that handles or uses the Equipment prior to its return to the Owner in accordance with this Agreement.

8.2 The Renter shall be liable for, and shall indemnify and save harmless the Owner, its councilors, officers, employees and agents from any claim, damages, liability, cost, fee, penalty, action, cause of action, demand, damage to property, injury to person or death (including, without limitation to, legal fees of the Owner on a solicitor and his own client full indemnity basis), whether in contract or in tort, suffered or incurred by the Owner, its councilors, officers, servants, employees or agents or by any other person, firm, partnership, corporation or entity resulting directly or indirectly from, attributable to, by reason of, arising out of, or in any way related to the transportation, operation, maintenance, repair, use, misuse, or nonuse of the Equipment by the Renter or any other person during the Term, whether or not the Renter has permitted the person to use the Equipment, or from any breach of this Agreement or any other negligent act or omission or willful misconduct of the Renter or any of its directors, officers, servants, agents, contractors, or employees.

9. General

9.1 The headings to the articles and sections of this Agreement are solely for the convenience of the parties and are not an aid in the interpretation of the Agreement.

9.2 No consent or waiver, express or implied, by the Owner to or of any breach or default by the Renter in the performance by the Renter of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by the Renter. Failure on the part of the Owner to complain of any act or failure to act of the Renter, or to declare the Renter in default, irrespective of how long such failure continues, shall not constitute a waiver by the Owner of its rights hereunder.

9.3 If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

9.4 This Agreement shall be governed by and construed according to the laws of the Province of Alberta. All legal proceedings arising from this Agreement shall be tried and directed by the court of competent jurisdiction in Alberta.

9.5 Time is of the essence of this Agreement and each of its provisions.

9.6 The terms and conditions set forth within this Agreement, together with the Schedules, shall constitute all of the terms and conditions of this Agreement, and there are not other terms, conditions, covenants, agreements, representations or warranties, either express or implied, arising between the parties hereto except as expressly set forth herein.

9.7 The Renter shall at all times and in all respects abide by all laws, bylaws, legislative and regulatory requirements of any governmental or other competent authority relating to the use or misuse of the Equipment.

9.8 The Renter's obligations contained in this Agreement shall survive the expiration or termination of this Agreement for any reason whatsoever until satisfied in full, and shall not be merged upon the execution of any other documentation by the parties.

9.9 This Agreement shall ensure to the benefit of and be binding upon the parties hereto

SCHEDULE "B" – EQUIPMENT INSPECTION FORM

PRE-INSPECTION

UNIT NO# _____

DATE RENTED _____,

CHEMICAL _____

| | | | |
|----------------|--|--------------------------------------|--|
| HOSES CHECKED | | APPLICATION CHART/INSTRUCTIONS | |
| OIL/GAS FULL | | TIRES CHECKED (tree planter/mulcher) | |
| CONTROL SWITCH | | EQUIPMENT IS CLEAN/DISINFECTED | |
| COMMENTS | | | |

EMPLOYEE: _____
(Initials)

RENTER: _____
(Initials)

POST-INSPECTION

| | | | |
|-------------------|--|--------------------------------|--|
| OFF LOADED | | PAY AFTER INSPECTION | |
| CONTROL SWITCH | | TANK TRIPLE RINSED | |
| REGULATOR/NOZZLES | | EQUIPMENT IS CLEAN/DISINFECTED | |
| COMMENTS | | | |

DATE RETURNED: _____,

EMPLOYEE: _____
(Initials)

RENTER: _____
(Initials)

SCHEDULE "C" - PREVENTATIVE MAINTENANCE CHECK LIST

[Insert Preventative Maintenance Checklist, if applicable]