



Rental Equipment

Agricultural Services Policy D10

Policy:	D10 – Rental Equipment
Policy Department(s):	Agricultural Services
Adoption Date:	April 14, 2003
Adoption Reference:	04/272/2003
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Policy Purpose

The purpose of this policy is to provide agricultural rental equipment to the residents of the County.

Policy Statement

The County, through the Agricultural Service Board makes available to County residents a variety of specialized agricultural equipment at reasonable rates.

Definitions

“Agricultural Service Board” means a board appointed by a municipal council to address agricultural concerns in the community.

“County” means the municipality of the County of Grande Prairie No. 1 having jurisdiction under the Municipal Government Act and other applicable legislation.

“Owner” means the County of Grande Prairie No. 1 who holds title to the equipment.

“Renter” means a County of Grande Prairie resident who enters into a rental agreement with the owner of the equipment.

Policy Guidelines

1. Equipment will be rented to residents of the County 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 staff 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 provide a damage deposit before picking up equipment.
5. Renters will be supervised while loading or unloading equipment in the County Agricultural Services yard or warehouse.



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6. Renters will pick up and return equipment during County's 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 until equipment is returned and has passed an inspection of working order and cleanliness.
11. Equipment must be returned clean otherwise a cleaning fee will be charged to the Renter.
12. If the equipment is not returned on the day specified in 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 make necessary arrangements to 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.
 - 12.1. When it becomes known that a Renter is in arrears for rental fees or damage charges in excess of 60 days rental privileges will be suspended until full payment is received.
13. Rental equipment rates are as set by Council in the current Schedule of Fees, Rates and Charges Bylaw the Agricultural Service Board shall evaluate all rental equipment periodically for benefit, use and repair cost.
14. The County has the right to refuse the release of any equipment if the equipment cannot be transported in a safe manner.
15. Rental charges for holidays and weekends shall be per day.
16. The loading and unloading of rental equipment on the County property shall be conducted in a proper and safe manner. The County will not be responsible for any accidental charges resulting from improper handling of equipment.
17. The Renter must maintain:
 - 17.1. A \$2,000,000 inclusive per occurrence Comprehensive General Liability Insurance Policy against bodily, personal injury, and property damage including loss of use of the property.
 - 17.2. \$2,000,000 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.



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Attachments

Schedule 1 – Rental Equipment

Schedule 2 – Equipment Rental Agreement

References

Legal Authorities	N/A
Related Plans, Bylaws, Policies, Etc.	Policy B1 – Policy Development Agricultural Service Board Bylaw Schedule of Rates, Fees and Charges Bylaw
Other	

Revision History

Review Date	Description
June 13, 2022	Reviewed and Amended CM20220613.003
March 23, 2020	Reviewed and Amended CM20200323.018
May 9, 2016	Reviewed and Amended CM20160509.1012
April 2, 2012	Reviewed and Amended CM 04-297-12
April 14, 2003	Adoption Date CM 04/272/2003



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Schedule 1 – Rental Equipment

All rental equipment requires a secured damage deposit in accordance with the Schedule of Fees, Rates and Charges Bylaw.

Tree Planter

- No safety light hook-up for transportation
- Has both 2" ball and u-hitch
-

Plastic Mulch Applicator

- No safety light hook-up for transportation
- Has 2" ball

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, pastureland, acreages; not designed for spraying canola or cereal crops, large droplet size
- Removal of tailgate for transport is recommended

Tow-behind Sprayer

- 40 gallon tank
- Spot spray distance 25 feet
- 12 volt – 2,2 GPM at 30 PSI
- Transport – UTV or side-by-side

Skid Sprayer

- 40 gallon tank
- 25 foot hose gun 12 volt – 4.5 GPM at 60 psi

Quad Sprayer

- 20 gallon tank
- 2,2 GPM 12V diaphragm pump

Cattle Tag Reader

Soil Probe



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Schedule 2 – Equipment Rental Agreement

EQUIPMENT RENTAL AGREEMENT

BETWEEN:

COUNTY OF GRANDE PRAIRIE NO.1
(the “Owner”)

and

(the “Renter”)

Equipment rental rates are in accordance with the 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 by 4:00 p.m. Friday and returned by 8:30 a.m. Monday.

1. Schedules

The following Schedules form part of this Agreement:

- Schedule 2A – Additional Terms
- Schedule 2B – Equipment Inspection Form
- Schedule 2C – Preventative Maintenance Checklist

2. Equipment

The equipment rented under this agreement is described as follow (the “Equipment”) and must be returned no later than 4:00 p.m.:

Description	Serial Number
Skid Sprayer 200 gallon	
Plastic Mulch Applicator	
Seedling Tree Planter	
Truck Mount Applicator	
Skid Sprayer – 4- gallon	
Tow-behind sprayer – 40 gallon	



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Quad Sprayer – 20 gallon	
Cattle Tag Reader	
Soil Probe	

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 his Agreement.

4. Term

The term of the rent under this Agreement will be from ____ [time] on the ____ day of ____ [month], 20__ (the “Start Date”) to ____ [time] on the ____ day of ____ [month], 20__ (the “Term”). For clarification, the Term of the Agreement shall not expire until the Equipment has been returned to and accepted by the Owner.

5. Payment

The Renter will pay (check one):

- ☐ Daily rental for the Term in the sum of: \$_____Dollars per day. Total amount of \$_____is 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 assessments regarding the rent of the Equipment.

6. Equipment Inspection

The Renter and Owner will complete the Equipment Inspection form attached as Schedule 2B 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 performing such maintenance, cleaning or repair duties as may be required within the Preventative Maintenance Checklist (if applicable) and will form [art of this Agreement as Schedule 2C, so as to ensure the Equipment is kept in optimal condition and safe for operation.

8. Operating Instructions and Training

The renter shall observe and comply with all operating and safety instructions provided by the Owner related to the transport, use, storage and operation of the Equipment.



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9. Special Terms

In addition to all of the terms, covenants, and conditions contained in this Agreement, the Owner and Renter agree to the following additional terms, covenants and conditions:

10. 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 shown 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:

County of Grande Prairie No. 1

Per: _____
Per: _____

Accepted by:

[Renter Name]

Per: _____
Per: _____



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Schedule 2A – 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:
 - 2.3.1 return the Equipment to the Owner for inspection, assessment and repair;
 - 2.3.2 deliver the Equipment to an authorized repair contractor identified by the Owner for inspection, assessment and repair; or
 - 2.3.3 attend to the repair of all or any portion of such damage, as may be directed by the Owner; all at the Renter's sole cost and expense.



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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:
- 6.1.1 to cause the Equipment to be operated in a lawful manner and only by competent, qualified and where applicable, fully licensed operators;
 - 6.1.2 to cause the Equipment to be used only in a prudent and safe manner and only for the purpose for which they were designed;
 - 6.1.3 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;
 - 6.1.4 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;
 - 6.1.5 upon the expiry of the Term, to immediately return the Equipment to the Owner (the Renter shall not permitted to give the equipment to any other person or user prior to return to the Owner); and
 - 6.1.6 to promptly notify the Owner of any accident, damage, deficiencies or theft related to the Equipment, and/or of deficiencies in the Equipment.



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6.2 Events of Default. If:

- 6.2.1 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;
- 6.2.2 the Renter fails to make a payment as and when required under this Agreement; or
- 6.2.3 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 by Agricultural Staff members.

8 Waiver and Indemnity

8.1 The Renter hereby:

- 8.1.1 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
- 8.1.2 forever releases Owner or its Councillors, 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 Councillors, 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



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his own client full indemnity basis), whether in contract or in tort, suffered or incurred by the Owner, its Councillors, 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.



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- 9.9 This Agreement shall ensure to the benefit of and be binding upon the parties hereto, their respective executors, administrators, successors and permitted assigns.



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Schedule 2B – Equipment Inspection Form

Pre-inspection

Unit # _____
Date Rented _____
Chemical _____

- ☐ Hoses checked
- ☐ Oil / Gas full
- ☐ Control switch
- ☐ Application chart / Instructions
- ☐ Tires checked
- ☐ Equipment is clean / Disinfected

Comments:

Employee: _____ Signed: _____
(print name)

Renter: _____ Signed: _____
(print name)



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Post- inspection

Unit # _____
Date Returned _____
Chemical _____

- ☐ Offloaded
- ☐ Control switch
- ☐ Regulator / Nozzles
- ☐ Pay after inspection
- ☐ Tank triple rinsed
- ☐ Equipment is clean / disinfected

Comments

Employee: _____ Signed: _____
(print name)

Renter: _____ Signed: _____
(print name)



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Schedule 2C – Preventative Maintenance Checklist

[Insert Preventative Maintenance Checklist, if applicable]