

# UCD No-Till Drill Rental Agreement

## FEE STRUCTURE:

**2 Day Rental** - \$165.00 Pickup available at 8am the first day, return by 5pm the second day. Pay online via credit or debit card.

**Cleaning Fee** - \$25.00 If equipment is returned with residue or material still present. See Rental Return Checklist for a complete list of check-in conditions.

**Late Fee** - \$25.00 If returned after 5pm on due date, provided a late return can be arranged with UCD. Any returns after the due date will result in another 2-day rental fee.

**Retrieval Fee** - \$150.00 + mileage If UCD must come to pick up the equipment.

**Damage** – Equipment must be returned in satisfactory condition in compliance with all requirements (for example, Rental Return Checklist is found on UCD webpage: <https://www.ucdwa.org/no-till-drill>). If damage to the equipment and/or its parts occurs due to an external cause or due to any negligence or any factor while under the control of the Renter, UCD will invoice Renter the fair market value of repairing or replacing the equipment.

## PAYMENT:

- Rental fee is \$165.00 per 2-day rental period. Rental payment is accepted online, via the UCD website. Credit and debit cards are accepted.
- Equipment is available for pickup beginning at 8am on the first day and must be returned by 5pm on the second day. You must make an appointment to pick up and drop off equipment.

In the event that additional fees are due, UCD will notify you and you may elect to pay the additional fees via cash or check at the time of equipment return, or by arrangement with credit or debit card. If you do not wish to pay with cash or check upon equipment return, or electronically, UCD will invoice you for additional fees. Payment is due within 30 days.

## TERMS & CONDITIONS:

Upon reservation and payment on the UCD website, you will be asked to indicate your understanding & agreement to the following Terms & Conditions:

I understand/agree that: \*

- UCD reserves the right to disqualify any Renter or Renter's household from future equipment rental based on failure to follow these terms and conditions. The priority of use and availability of equipment will be determined at the sole discretion of UCD.

I understand/agree that: \*

- Renter agrees to use equipment in a safe and careful manner, in accordance with the information provided by UCD. Renter and all persons using the equipment must be 18 years of age or older. Rental must be for renter's personal use and not loaned out to anyone else.

I understand/agree that: \*

- Renter agrees to pay the cost of repairing or replacing the equipment, within 30 days of invoicing, if damage to the equipment and/or its parts occurs due to an external cause or due to any negligence or any factor under the control of the Renter. Renter agrees to pay fair market value for any equipment damaged or not returned to UCD. Renter acknowledges that UCD is providing the equipment only. Renter is responsible for providing all consumable materials (e.g. seed).

I understand/agree that: \*

- Renter will transport the equipment in a safe and legal manner, by use of an appropriately sized vehicle. It is the responsibility of the Renter to transport equipment safely and legally and return equipment to the location designated by UCD unless other arrangements are made on this agreement.

I understand/agree that: \*

- Renter agrees to return the equipment in a clean and usable condition. Failure to return the equipment or deliver it to the designated location shall result in a late penalty of \$25, and/or a retrieval penalty of \$150 plus mileage. Renter agrees to pay invoiced fees within 30 days.

I understand/agree that: \*

- Renter agrees to follow the Invasives Prevention and Biosecurity Procedure (see below), including cleaning the equipment both upon receipt and after use. Renter agrees to return the equipment in a clean and usable condition. Failure to clean the equipment appropriately will result in a cleaning fee of \$25. Renter is aware and accepts that, even with such procedures in place, they are not 100% effective. Renter accepts all responsibility and risk of infection from previous use (e.g. Phylloxera/crown gall/nematodes/other).

I understand/agree that: \*

Renter releases, holds harmless and indemnifies UCD from any and all liability arising during the period of Renter's rental of the equipment and in anyway related to, or resulting from the use, operation and/or transportation of the equipment. Without limiting the forgoing, UCD shall not be liable for any personal injury or property damage occurring from (1) loss caused by theft, (2) accidental damage to persons or property from the transportation or operation/use of the equipment, (3) damage or injury resulting from the conduct of the Renter whether negligent or otherwise, (4) responsibilities or claims that may result from transportation or use, and (5) damage to crops, soil, sensitive or regulated natural resources, farm infrastructure, or loss of crop value.

I understand/agree that: \*

In the event of injury or damage not insured against, Renter shall pay for injury or damages at the sole expense of the Renter. In releasing, holding harmless and indemnifying UCD, Renter agrees this includes to identify and hold harmless the UCD, its employees, board members, and volunteers from all claims arising by virtue of the transportation and operation/use of the equipment pursuant to this agreement. In the event UCD incurs any legal fees or other costs enforcing the terms of this agreement, the Renter shall be responsible for all such fees and costs. Renter also acknowledges that UCD is not responsible for any public health issues arising from the use of this equipment.

**INVASIVES PREVENTION AND BIOSECURITY PROCEDURE:**

The purpose of this procedure is to stop the spread of invasive plants, disease, and pests from one operation to the next. 1. Once you receive the equipment you are required to spray the equipment and the trailer (including tires and undercarriage) with a hose. Ensure all material and residue is removed from the equipment. 2. Once you have completed use of the equipment you are required to spray the equipment and the trailer (including tires and undercarriage) with a hose. Ensure all material and residue is removed from the equipment. To reduce the spread of vineyard and orchard pests, such as Phylloxera and Crown Gall, it is recommended that you move the equipment to a concrete pad away from crops or other sensitive areas, pressure wash equipment using a 10% bleach solution or hot water with detergent in the pressure washer.

Signature \*

By entering my name below, I am agreeing to all terms, conditions, and payments described in this agreement.

First Name

Last Name

Date \*