|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Cooperators: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Phone: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | City/State/Zip | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Project Sponsor: Harney Soil & Water Conservation District**

The purpose of this contract between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby known as the Cooperator, and the Harney Soil & Water Conservation District (HSWCD) hereby known as the Project Sponsor, is to clarify and assign responsibilities for the rental of UNIT # \_\_\_\_\_\_\_\_\_\_\_\_, portable solar livestock watering unit.

1. This contact is entered in to accomplish the following tasks for the following purposes:

|  |  |
| --- | --- |
| * Improve distribution
* Reduce soil erosion and compaction
 | * Improve range productivity
* Improve habitat for wildlife
 |

1. The unit will be in use on lands owned by: ⃝ Federal ⃝ Private ⃝ Public

Location, landmark, or pasture name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Expected days of rental: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Approximate contract end date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Prepaid rental total (not including the security deposit) $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Non Refundable security deposit, total $300.00 Paid by: ⃝ Cash ⃝ Check (#) \_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. It is mutually agreed that this work will be shared as follows:
2. Cooperator will:
* Pay a nonrefundable $300.00 deposit. This covers damage to the vehicle, solar unit pump or trough in the event of needing repair. This deposit also covers the rental cost of the pump for 50 days.
* Pay a rental fee of $6.00 per day from the date of departure until the date of return of said rental unit, after the $300.00 deposit is expended.
* Payment for the expected days of usage will be paid to HSWCD on the first day of rental. If the unit is kept beyond the predicted timespan, the Cooperator must notify HSWCD immediately. The Cooperator will then be billed for the extended time.
* Be responsible for liability and theft insurance while renting the unit. The value of the unit is $7500.00 each.
* A $300.00 recovery fee will be charged to the Cooperator if HSWCD is required to recover the unit, plus any additional days past the contract end date at a rate of $6.00 per day.
* Be responsible for any accidents incurred while towing the unit to/from the rental site(s).

The Cooperator shall save and hold harmless the Harney Soil & Water Conservation District, Oregon Department of Agriculture, the State of Oregon and their respective officers, agents, employees, and members from all claims, suits, or actions of whatsoever nature resulting from (or arising out of) the landowner contract.

This agreement shall be effective upon the signature of all parties listed below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Cooperator |  | Signature |  | Date |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| HSWCD Staff |  | Signature |  | Date |

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| --- | --- | --- | --- | --- |
| Cooperators: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Phone: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | City/State/Zip | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Project Sponsor: Harney Soil & Water Conservation District** Unit # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| --- | --- | --- | --- |
| **Item** | **Check out** | **Comments/Condition** | **Check in** |
| 8 ft. Water Trough |  |  |  |
| Tie Straps (2) |  |  |  |
| 300 Ft. 1” Fire hose on reel |  |  |  |
| 1 submersible pump with pump wire |  |  |  |
| Trailer safety chains |  |  |  |
| Tires—205/75D15 (indicate spare present) |  |  |  |
| Lights & Plug (4 blade flat) |  |  |  |
| Solar Panels |  |  |  |
| Control Box |  |  |  |
| Parts Storage Box (w/operating manual) |  |  |  |

**TERMS & CONDITIONS:** This mobile solar unit is used at the Cooperator’s sole risk. Cooperator agrees to use the unit in a careful and prudent manner and to return it in the same condition as received; normal wear from responsible use is expected. Cooperator shall be responsible for loss, theft, damage, or destruction of the unit and its accessories and all liability for its use and transportation from the time it is checked out from the district until such time as it is returned to the district.

**TRANSPORTATION REQUIREMENTS**: The combined weight of the unit is approximately 1000 lbs. It is the Cooperator’s responsibility to ensure the vehicle towing the unit is properly rated for the towing and hauling of said unit.

**DISCLAIMER OF WARRANTY:** Except as otherwise expressly provided by this agreement, the Project Sponsor makes no expressed or implied warranty to any matter whatsoever, including and without limitation, the condition of the equipment or its fitness for a particular purpose. No defect or unfitness of the equipment shall relieve the Cooperator of his/her obligation for payment and other charges to the Project Sponsor provided herein or of any other obligation under this agreement.

**INDEMNITY:** Cooperator shall indemnify Project Sponsor against and hold Project Sponsor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney fees, arriving out of, connected with or resulting from the equipment or the contract, including without limitation the manufacturer, selection, delivery, leasing, renting control, possession, use, operation, maintenance, or return of the equipment. Cooperator shall further indemnify Project Sponsor and hold Project Sponsor harmless from all loss and damage to the equipment during the rental period. Cooperator recognizes and agrees that included in this indemnity clause, but no way of limitation, is Cooperator assumption of any and all liability for injury, disability, and death of workers or other persons caused by the operation, use, control, handling, or transportation of the equipment during the rental period.

By signing, I certify that I have read and adhere to the terms of this agreement and the proper operation of the mobile solar unit.

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| Cooperator |  | Signature |  | Date |