

EAST CASSIA SOIL & WATER CONSERVATION DISTRICT

1361 E. 16TH St.
Burley, ID 83318
Phone: 208-572-3375

TRAC FILLER LEASE AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

1. USE OF PROPERTY: DISTRICT hereby allows _____, the RENTER, the use of their 2023 Pivot Track Filler and accompanying trailer from _____, 2024 to _____, 2024. Check Out Time: _____ AM/PM. *****Transportation of the Ag-Vantage Trac Filler to and from Lessee premises is the responsibility of Lessee*****

2. RENTAL: *RENTER shall pay to the DISTRICT the rental sum of:*

- \$250.00 per day ***Minimum of one day rental charge shall apply regardless of hours used*** Payment will be due within 30 days of billing date.
- Payment not received on time RENTER shall pay DISTRICT interest at ten percent (10%) monthly until payment is received.
- RENTER will return the Equipment to the same location the Equipment was picked up or as determined by DISTRICT.
- Equipment rented from DISTRICT is used at RENTER'S sole risk.

3. INSPECTION/ MAINTENANCE:

- DISTRICT will inspect equipment with RENTER prior to use and again at return.
- RENTER shall return equipment in good condition. If equipment it returned damaged, RENTER will be billed for repairs. The expense of any repairs made during the rental period, including labor, material, parts and other items shall be paid by RENTER.
- RENTER will maintain proper care and use of the equipment and will avoid careless or needlessly rough usage. RENTER shall at his own expense maintain the Pivot Trac Filler and return equipment in good repair and operative condition.

4. NOTIFICATION: *RENTER shall notify the DISTRICT by calling Rachelle at 208-572-3375 if or when any of the following occur:*

- a) Equipment is in need of maintenance or repair or is damaged during use.
- b) If there are changes in estimated date of completion.
- c) When RENTER has finished with the equipment.

5. INDEMNIFICATION: RENTER agrees to indemnify, defend, and hold harmless DISTRICT, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgements for damages or injury to persons or property arising out of or in connection with the use of the property by RENTER, renter's agents, employees, or representatives under this agreement.

6. INSURANCE: RENTER agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of \$10,000.00.

*****RENTER will have insurance company send binder to ewcswcd@gmail.com.*****

INSURANCE COMPANY: _____

PHONE #: _____

POLICY#: _____

RENTER'S Full Name: _____

Address: _____

Phone Number: _____

Email: _____

RENTER'S SIGNATURE: _____ **DATE:** _____