




 1035 E. Michigan Ave.
Paw Paw, MI 49079

 (269) 657-4030 x 5

 info@vanburencd.org

Lending Agreement – Irrigation Uniformity Equipment, Penetrometer, Soil Probe, Wheel Scales

I, _____, the undersigned "Renter", hereby agree to borrow from the Van Buren Conservation District (VBCD) "Owner", said "equipment", subject to the following terms and conditions:

1. Upon scheduling and signing the rental agreement, the Renter shall pay a refundable deposit of \$20.00 prior to taking the equipment. Upon return and inspection of the equipment, if the equipment is found cleaned and with no needed repairs, the \$20.00 will be refunded to Renter. If the equipment is not cleaned, the Renter will incur a \$20.00 cleaning fee.
2. The Renter shall keep the equipment in a good state of repair, normal wear and tear excepted. The Renter shall pay the Owner full compensation for replacement and/or repair of any equipment which is not returned in the same condition it was rented in for any reason, including: it is lost, stolen, or is damaged. The Owner's invoice for replacement or repair is conclusive as to the amount the Renter shall pay under this agreement. The Renter will notify the Owner immediately if any damage to the equipment occurs.
3. The Renter agrees to return the equipment by the agreed return date. If there is a delay, for any reason, the Renter agrees to contact the Owner to report such a delay immediately. The Renter agrees to pick up and return the equipment to the VBCD Office at 1035 E. Michigan Ave. Paw Paw, MI 49079, unless otherwise directed by the Owner. There will be an additional \$100 surcharge if equipment has to be retrieved by Owner.
4. The Renter will only use the equipment where stated on this agreement. The Renter will not pledge or encumber the rented equipment in any way. The renter will not lend the equipment to anyone.
5. The Owner will furnish assistance to the Renter, at the request of the Renter, with adjustments and instructions for use of the equipment. The Owner makes no warranty, either expressed or implied as to the satisfactory results from the use of the equipment.
6. The Renter shall return the equipment when no longer needed or on demand by the Owner, in as good condition as when taken by the Renter. The Renter shall cover, house or otherwise protect the equipment from adverse weather conditions while the equipment is in their possession. It shall be lawful for the Owner or its agents to enter upon the premises of the Renter at any time to inspect the equipment and to secure the return of the equipment.
7. Renter agrees at its sole expense to maintain at all times public liability, property damage, and fire with extended coverage, theft and comprehensive insurance. Renter also agrees to use equipment in compliance will ALL applicable Federal, State and Local laws.





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8. The Renter indemnifies and holds Owner harmless for any and all injuries or damage of any person or property that may arise during the operation or use of rental equipment. The Renter understands the complexity and dangers in the operation of any equipment and assumes all responsibility in using the rented equipment.
9. The Renter will arrive at each appointment on time. The Owner shall wait at the pick-up location until 30 minutes after the appointment time with no communication received from the Renter. At 30 minutes past the appointment time, the Renter forfeits their appointment time and place on the rental list. The Renter must contact the Owner should they wish to reschedule. The deposit shall be forfeited at the Owner's discretion.
10. The Owner shall keep each appointment made with the Renter unless circumstances prevent otherwise. Should the Owner be unable to keep an appointment with the Renter, the Owner shall contact the Renter by phone at least 24 hours before the scheduled appointment.

The **irrigation uniformity equipment** is office-made. The cups will blow away if the container is left without a lid in the wind or bed of a moving truck. The poles for the uniformity set are made of fiberglass, they will flex to an extent, and then break and splinter. Splinters may cause harm to users. Do not place cups and poles where a wheel track on a Center Pivot will make contact with equipment.

The **penetrometer** can be bent or damaged by excessive force during use. If the penetrometer will not read soil correctly, move to a new sampling location and try again. Read the provided Proper Use of Cone Penetrometers for Detecting Soil Compaction guidelines.

The **soil probe** is easily bent. Do not force the soil probe into an area that shows resistance. Consult VBCD Staff for more instructions on taking soil samples.

The **wheel scales** are rated at 20,000lbs each. Weight exceeding that limit may damage scales. Scales need to operate on a smooth, flat, level surface such as a concrete pad, or if used in the field a sheet of plywood. Wheel scales were purchased for use with fertilizer and manure application equipment, not semi or box trucks. If your intended use for the scales are not for fertilizer or manure application equipment then you will need to check with the VBCD to ensure our scales will remain unharmed.

Item to be rented (circle applicable item):


Irrigation Uniformity Equipment Penetrometer Soil Probe Wheel Scales

If there are any issues, questions, or schedule changes, Renter should call 269-657-4030 x5.

Renter Signature _____ Date _____



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Address of Renter _____

Daytime Phone _____ Address of Use _____

Reserved Date Out _____ Expected Date Back _____ Actual Date Out _____ Actual Date Back _____

Checked out by VBCD signature _____ Checked in by VBCD signature _____

Deposit Pd Date:	Check #:	Cash or Credit Card	Deposit Pd: \$
Deposit Rtd Date:	Check #:	Cash or Credit Card	Deposit Rtd: \$

Form Updated: March 2023

