



**Winnebago County
Land & Water Conservation Department**

TREE PLANTER RENTAL CONTRACT

Name: _____
(please type or print)

Address: _____

City: _____ State: WI Zip Code: _____

Home Phone: () _____ Cell: () _____

Planting Site(s)/Twnshp: _____ Section(s): _____

Preferred Date(s) for Tree Planter: _____

Date Returned: _____ ← Office Use Only

(Please note: If you will be using the tree planter only over the weekend, you will need to pick it up on the Friday before the weekend. You may return it Saturday or Sunday, and put it behind the J.P. Coughlin Building garage, or return it the Monday immediately after the weekend. In some cases, we may have you deliver it to the next user, if it is closer than the J.P. Coughlin Building. Winnebago County LWCD office hours are 7:30 a.m. to 4:30 p.m., Monday-Friday. Final scheduled dates may vary from the date(s) requested.)

Quantity of trees/shrubs to be planted: _____

We recommend persons renting county owned tree planters to have the following: tractor, tractor operator, person to ride the tree planter, and at least one other person to keep the planter supplied with trees.

Other planter information:

2 FORESTER PLANTERS & 2 STURGEON BAY PLANTERS (all 3 point hitch type)

Trailer mounted and transported to site by renter. Trailers require a 1 7/8" ball hitch. Requires min. 40 h.p. tractor with three point hydraulic lift. The rental rate is \$25.00 per 1,000 trees/shrubs planted (outside county). A \$50.00 (outside county) minimum down payment is required. An invoice for any balance of payment owed will be mailed after the planter is returned.

Planter type requested (please check): Forester _____ Sturgeon Bay _____

NOTE: The down payment (minimum rental fee) of **\$50.00 is payable with the return of this completed form to the LWCD Office. Please make checks payable to: WINNEBAGO COUNTY TREASURER.**

LIABILITY: The Winnebago County Land & Water Conservation Department assumes **no responsibility nor liability** for injuries to persons or damages to personal property during the use of county owned equipment on private lands.

NOTIFY: If equipment does not function properly, you must notify the Winnebago County Land & Water Conservation Department as soon as possible to receive any refund or allowance.

Renter _____ Date _____
(Signature)

Approved by _____ Date _____
(Signature of LWCD Representative)

This document is a Contract. You should familiarize yourself with its terms so that there will be no misunderstanding as to your obligations. The words Renter, You and Yours mean the persons who sign this rental contract or are obligated under its terms. We, Our, and LWCD refer to Winnebago County Land and Water Conservation Department. This contract contains important terms and conditions, including Winnebago County Land and Water Conservation Department disclaimer from all liability for injury or damage and details of renter's obligations for rental and other charges and responsibilities to care for and return the items rented.

1. Physical Condition of Rental Item(s)

You acknowledge that prior to taking the rental item(s), you examined it, saw it in operation (if appropriate), and are aware of its condition, and that it is in good condition except for any defect noted on this contract. It is your responsibility to return the rented item(s) to the LWCD in the same condition, except for ordinary wear and tear.

2. Use of Item(s)

You agree that you are satisfied with the instruction given by the LWCD in the proper and safe manner of using the item(s), or that you are so familiar and told the LWCD that you were. You further agree that the item(s) will be used only at the address designated, and only for the purpose for which the item(s) was manufactured and intended for. Subleasing or improper use is prohibited.

3. Responsibility for Use

You are responsible for the use of the rented item(s). You assume all risks inherent in the operation and use of the item(s), and agree to assume the entire responsibility for the defense of LWCD, and to pay, indemnify and hold the LWCD harmless from and hereby release the LWCD from any and all claims for damage to property or bodily injury (including death), resulting from the use, operation, or possession of the item, whether or not it be claimed or found that such damage or injury resulted in whole or in part from the LWCD's negligence, from the defective condition of the item or from any cause. You agree that no warranties, expressed or implied, have been made in connection with this rental.

4. Responsibility for Equipment

From the time the item(s) is rented out until it is returned, you are responsible for it. If the item is lost, stolen, or damaged under any circumstances while rented, regardless of fault, you shall be responsible for all charges, including labor costs, to replace or repair the item(s).

5. Item(s) Failure

You agree immediately to discontinue the attempt to use the rented item(s) should it at any time become unsafe or in a state of disrepair, and will notify the LWCD of the facts. The LWCD agrees in its discretion to make the item(s) operable within a reasonable time, or provide you with a like item if available, or make a like item available at another time, or adjust the rental charges. This provision does not relieve you from the obligations imposed by other Paragraphs, including 4 and 6. In

any event, the LWCD shall not be responsible for any injury or damage, including consequential damage, resulting from failure or defect of a rental item(s).

6. Return of Item(s)

The rented item(s) is the LWCD's property, and is rented to you subject to this contract for rental charges and for the period of time noted on the front. If you desire to extend the term of this rental beyond the specified usage, you must immediately notify the LWCD to obtain our approval, the terms for such extension and a modification of this contract. If this contract has not been extended and you fail to return the item(s) when due in, the LWCD, to enforce its property ownership of the item(s) and to protect its interest under this contract, may retake the item(s) at any time, and doing so, the LWCD or its representatives may enter your property, and you hereby waive any right of action against the LWCD for such entry and retaking. In addition, you acknowledge that the failure to return rented item(s) within the contracted time and the sale or concealment of rented item(s) are prohibited, and that such action may constitute a crime. The LWCD, in addition to any other action we may take, may notify the authorities and take other action, including the filing of criminal complaints, subjecting you to prosecution.

7. Charges and Payments

You are responsible for rental charges from the time the item(s) is "rented out" until it is "returned" and other charges hereunder. Return the item(s) promptly and in good condition.

You and your representative, agent, or principal shall be responsible for and shall pay the LWCD all charges hereunder. All charges are due upon return of the item(s) or upon demand. If the rental charges are charged to someone other than the Renter, the Renter represents that he is the agent of such party, and has the right to charge this rental; the Renter nevertheless will remain liable for the charges, and for the other obligations and responsibilities of the Renter hereunder.

8. Modification of Contract

This paper represents our entire contract, and there are no collateral, oral, or other agreements outstanding. None of the LWCD's rights may be changed and no extension of the terms of this contract may be made except in writing signed by the LWCD, and made a part of this contract.

I acknowledge receipt in good order of the items rented, and that I have read and agree to all terms of this contract. I also agree to the damage waiver charges.

Renter Initials	_____
LWCD Representative Initials	_____