



EQUIPMENT RENTAL AGREEMENT made as of the ____ day of _____, _____.

BETWEEN:

Brazeau County
(hereinafter called "the County")

-and-

Name (Print): _____
(hereinafter called "the Renter")

1. The County agrees to rent _____ (the "Equipment") to the Renter. The Renter shall use the Equipment **for agricultural purposes only**.
2. The Renter shall rent the Equipment from the County
From _____ (time) on the ____ day of _____ (month), _____ (year).
To _____ (time) on the ____ day of _____ (month), _____ (year) (the "Term").
This Agreement shall not expire until the Equipment has been returned to and accepted by the County.
3. The Renter shall pay \$ _____ for the Term and a damage deposit of \$ _____ to the County pursuant to the current Schedule of Fees Bylaw.
4. The County shall hold the Renter's damage deposit until the County's Agricultural Fieldman or designate informs the Renter that the Equipment is returned in satisfactory condition.
5. The Renter shall return the Equipment to the County's Drayton Valley office by 4:00 p.m. on the last day of the Term.
6. At the Renter's own expense, the Renter shall pick up and return the Equipment to the County's Drayton Valley office.
7. The Renter shall pay for any breakage or damage caused to the Equipment while in the Renter's possession, aside from normal wear and tear.
8. The Renter shall be responsible for any damage to the Equipment as a result of any accident or collision while the Equipment is in transport.
9. The Renter shall be responsible for cleaning the Equipment prior to returning it to the County otherwise the Renter forfeits the Damage Deposit.
10. The Renter shall use the Equipment only on the Property set out below. The Renter shall not use the Equipment at any other location or property without the County's consent.



Brazeau County

7401 Twp. Road 494, P.O. Box 77
Drayton Valley, Alberta T7A 1R1
PHONE: (780) 542-7777 | FAX: (780) 542-7770
www.brazeau.ab.ca

11. If the Renter fails to comply with any clause in this Agreement, the Renter may lose future rights to rent equipment from the County.
12. In the event the Renter causes willful damage to the Equipment, the Renter shall replace the Equipment.
13. If the Renter does not return the Equipment, the Renter is responsible to pay the County the replacement cost new of the Equipment (the "Cost"). The Cost is a debt owing to the County. The County may take legal action to collect the debt.
14. The Renter waives any and all claims, rights or causes of action of every nature and kind at law or equity or under any statute that it has or may have in the future against the County, its officers, employees and agents arising from the rental of Equipment. The Renter forever releases the County, its officers, employees and agents from any and all liabilities related to injury, death, property damage, property loss or any other loss or expense that may be suffered by the Renter arising from the rental of the Equipment. This waiver survives the expiry or termination of this Agreement.
15. The Renter shall indemnify and save harmless the County, its officers, employees and agents from and against all damages, losses, costs, injury or expenses of any nature or kind whatsoever resulting directly or indirectly from or in any way attributable to this Agreement including but not limited to claims for injury or death to persons, and damage to or loss of property by reason of any act, negligence or default on the part of the County. This indemnity survives the expiry or termination of this Agreement.

Signature of the Witness

Signature of the Renter

Name of Witness

Mailing Address

Date

Legal Location or Rural Address Sign (the "Property")

Phone Number Date

OFFICE USE ONLY

DATE DEPOSIT RETURNED: _____

REPAIRS REQUIRED: _____

DEPOSIT AMOUNT/TYPE : _____

The personal information provided will be used to process this Agreement with Brazeau County and is collected under the authority of Section 33(c) of the Freedom of Information and Protection of Privacy (FOIP) Act. The information collected on this form will only be used for the provision of the program you have applied for. If you have any questions about the collection and use of this information, please contact the Brazeau County FOIP Coordinator at (780) 542-7777, Box 77 – 7401 Twp Rd 494, Drayton Valley, Alberta, T7A 1R1.