

SMITHERS FARMERS' INSTITUTE

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MACHINERY RENTAL AGREEMENT

Rented to:	DATE & TIME
Mailing Address:	Out:
Telephone:	Returned:

ITEM RENTED	QUANTITY	EQUIPMENT #	RENTAL RATE			TOTAL
			HOURLY	DAY	WEEK	
					Subtotal	

THE FOLLOWING IS MADE A CONDITION OF THIS RENTAL

The undersigned (hereinafter referred to as "Renter") hereby assumes all responsibility for any and all damages or loss to said equipment; and agrees to pay the full cost of all repairs if it is in any way rendered out of service, whether this occurred through accident, neglect or misuse. In case of loss or destruction of equipment or loss of possession thereof or inability to return same to the Smithers Farmers' Institute, the Renter agrees to pay the Smithers Farmers' Institute the complete and full value of equipment in cash. The Renter declares to have examined all connections of said rented equipment to motor vehicle and to have received it in a secure condition. The Renter hereby absolves the Smithers Farmers' Institute and its members of any responsibility or obligation in the event of accident, regardless of causes or consequences, and that any costs, claims, court or attorneys fees or liability resulting from the use of described equipment will be indemnified by the Renter regardless against whom the claimant or claimants institute action. The Renter agrees that all charges for rental will be paid in advance or immediately upon return of above described equipment and that all collection fees, attorney fees, court costs or any other expense involved in the collection of rental charges will be borne by the Renter. The Renter further agrees that the Smithers Farmers' Institute may terminate this rental agreement at any time and demand return of above rented equipment and payment in full of all rental owing in which case the Renter agrees to return said equipment and pay said rentals in full. A day rental is based on a 24 hour period, beginning when the machinery or equipment is signed out. The above rental rate will be charged from the time equipment leaves until it is returned. Renter will pay cleaning charges on rental equipment returned unclean. The renter must be 18 years of age. The Renter warrants the above information to be correct and hereby agrees to the conditions printed elsewhere in this agreement, as well as all of the rules and policies outlined in the Smithers Farmers' Institute Rental Policies document.

RENTER'S SIGNATURE _____

SMITHERS FARMERS' INSTITUTE MACHINERY RENTAL POLICIES

1. "Machinery" in this agreement includes all tools and equipment owned by the Smithers Farmers' Institute and available for rent. Members must be 18 years of age or older to rent machinery from the Smithers Farmers' Institute ("SFI").
2. Only Members are authorized to use SFI machinery. Members shall not permit the use of SFI machinery items by any non-member. Machinery is not to leave the area covered by the Smithers Farmers' Institute (Morictown to Hungary Hill). Only vehicles with farm plates should be used to tow machinery for insurance reasons.
3. Prior to renting machinery, all Members must read and sign the Smithers Farmers' Institute Rental Agreement, and non-members must complete the SFI Membership Form and pay the annual membership fee for the current year.
4. Machinery is rented by the day or by the week. Day rates are based on a 24 hour period. Weekly rates are based on 7 days. Payment for the rental is due upon return of the machinery. All conditions of the rental agreement must be adhered to. Should the rental agreement be broken, that person will not be able to rent again.
5. Additional fees will apply if a piece of equipment is returned late. Late charges may vary depending on the piece of machinery and may be subject to change.
6. All machinery is to be returned in the same condition as it was issued, barring normal wear and tear. All machinery must be returned clean. The Member agrees to pay for the loss of or damage to any item and further agrees to accept the SFI's assessment of condition of items and to further agree to the SFI's assessment of fair restitution for damage, dirtiness, delinquency, and/or loss of items in part or in total. This restitution amount could equal the full replacement cost of the item.
7. All fees, including late fees, must be paid in full before renting additional items.
8. The SFI reserves the right to use appropriate steps to retrieve delinquent machinery or unpaid fees, including the use of a collection agency and/or legal action and assess the delinquent Member with the cost of any such action. The SFI also reserves the right to forgive fees due to special circumstances.
9. The Member agrees that the SFI is not responsible for any manufacturing, material, or quality of workmanship defects of rented machinery.
10. SFI volunteers are available to assist in explaining operation of machinery. However, by taking possession of any item, the Member is certifying that he or she is capable of using that item in a safe and proper manner.
11. The Member agrees that if any rented machinery becomes unsafe or in a state of disrepair, he or she must immediately discontinue use of the machinery and notify the SFI of the issue on return, if not earlier.
12. The SFI reserves the right to refuse the loan of any item at its discretion.
13. The SFI reserves the right to alter the rental policy at any point.