



MERRIMACK COUNTY CONSERVATION DISTRICT

10 Ferry Street, Suite 211, Concord, NH 03301-5081

Phone: (603) 223-6020 Website: www.merrimackccd.org

Email: info@merrimackccd.org

Portable Skidder Bridge Rental Agreement and Release

The Merrimack County Conservation District, hereinafter called MCCD, agrees to rent the following equipment: **Portable Skidder Bridge** to: _____, hereinafter referred to as RENTER, under the following terms and conditions:

1. **Equipment Rented:** Portable Skidder Bridge constructed of green hemlock; reinforced with 1" threaded steel rod and 10" screws and/or cabin spikes. Each bridge is made up of three panels.
2. **Rental Rate:** The rent for the above equipment is **\$100 per month** of use. RENTER will pay one month's rental fee to the MCCD prior to receipt of the bridge. Checks payable to Merrimack County Conservation District. Rental fees for subsequent months will be invoiced at monthly intervals or sent at the completion of the rental period whichever comes first. MCCD reserves the right to require prepayment or a deposit.

Equipment Options: - 16-foot Skidder Bridge

- 20-foot Skidder Bridge

3. **Rental Period:** The rental and related charges shall commence on the day the equipment is picked up and shall terminate on the date the equipment is returned. Rental is on a monthly basis. Any partial month will be charged by MCCD at the whole month rate.

PICK UP DATE: _____

RETURN DATE: _____

4. **Ownership:** The equipment is, and shall at all times remain, the property of MCCD.
5. **Renter's Responsibility:** Any damage and associated repair or replacement costs caused to the bridge beyond reasonable wear and tear and deemed "preventable" is the responsibility of the RENTER. Preventable damage includes inappropriate use, inappropriate loads, or general negligence.
6. **Warranty:** MCCD makes no claims as to the condition of the bridge upon rental. It is the responsibility of the RENTER to examine the bridge for structural quality prior to use and to abide by procedures as outlined in the Standard Design Operating Procedures provided to RENTER.
7. **RENTER** agrees that he/she has been/will be given adequate instructions on the use of the skidder bridge before use of the skidder bridge and RENTER has been properly warned about the risks of harm associated with the use of the skidder bridge.
 - a) RENTER agrees that he/she possesses the proper experience to use the skidder bridge safely.
 - b) RENTER will install, use, and remove the skidder bridge following BMPs
8. **Alterations:** No alterations or repairs may be made to the equipment by RENTER during the rental period.
9. **Assignment:** Neither this agreement nor the equipment may be assigned, transferred, or be in any way encumbered by RENTER without the written consent of MCCD.
10. **Validity:** By its verbal or written authorization to MCCD, the RENTER accepts the terms and conditions of this Agreement and agrees to return a signed copy of the Agreement to MCCD.
11. **Maintenance:** Proper care (i.e. tightening hex nuts) and maintenance of the equipment during its field use will be the responsibility of RENTER. Equipment, which is returned in poor condition requiring cleaning or repairs due to abnormal wear and tear, will be brought back to rentable condition at the expense of RENTER.
12. **Default and Remedies:** RENTER shall be deemed to have breached this Agreement if RENTER
 - (a) defaults in any payment;

(Continued on page 2 with required signatures)

- (b) defaults in any of the terms herein and such default shall continue uncorrected for ten (10) days after written notice thereof to RENTER by MCCD; OR
- (c) becomes insolvent, or if a petition is filed by or against RENTER under the Bankruptcy Act or any other law for relief of debts.
- (d) RENTER shall be deemed to have breached this Agreement if RENTER
In the event of any default, MCCD may declare the entire amount of unpaid rental payments immediately due and payable to MCCD and may immediately terminate this Agreement. In the event of such termination, RENTER agrees to immediately return the equipment to MCCD or pay the costs for a replacement bridge of approximately \$3000 or RENTER agrees MCCD may enter into the premises where the equipment is located and remove same. All costs and expenses, including legal fees incurred in execution of this section of the Agreement will be paid by RENTER.

- 13. **Governing Law:** This Agreement shall be governed by and construed for all purposes in accordance with the laws of the State of New Hampshire.
- 14. **Liability:** RENTER shall accept responsibility and liability for all personnel and sub-contractors used by it. RENTER shall also keep safe and hold harmless MCCD and assume the entire risk and liability for all and any suits, claims, causes of action, liability and damages of any kind, whether direct or consequential, brought asserted or recovered against RENTER, by third parties. This contract indemnifies the MCCD of any liability for the use of the bridge if it is being used for a different use than what it was designed for. Furthermore MCCD shall not be liable for any loss of use, profit or product or for expenses or liabilities incurred by RENTER whether or not such losses are caused or claimed to be caused by the operation, non-operation or any use whatsoever of the services or equipment provided by MCCD in connection with this Agreement. Maximum load rating is based on fresh sawn #1 grade eastern hemlock. Actual timbers used were #2 grade which would have a lower maximum load rating. This rating has not been calculated and MCCD makes no claim as to the maximum load rating of the panels.
- 15. **RENTER**, for the lease herein and other good and valuable consideration does hereby remise, release and forever discharge MCCD and its successors and assigns, of and from any and all manner of actions, causes of action, suits, controversies, agreements, trespasses, damages, judgments, executions, claims and demands whatsoever, which against the said MCCD and its respective successors and assigns RENTER ever had, now has or which his/her successors or assigns hereafter can, shall or may have for, upon or by reason of any matter, cause or things whatsoever, as it may relate to RENTER's lease and use of the equipment noted and this lease agreement.

MERRIMACK COUNTY CONSERVATION DISTRICT (MCCD)

 Authorized Representative Date: _____
 Printed Name: _____
 Address: Merrimack County Conservation District, 10 Ferry Street, Suite 211, Concord, NH 03301
 Phone: (603) 223-6020

RENTER

 Authorized Representative Date: _____
 Printed Name: _____
 Address: _____
 Phone: (_____) _____ Email: _____
 Job Site Address: _____

****This original agreement is to be mailed or emailed to Merrimack County Conservation District:
info@merrimackccd.org****