



Grant Soil and Water Conservation District

721 S. Canyon Blvd. - John Day, OR 97845 - Phone (541) 575-0135

**GRANT SOIL AND WATER CONSERVATION DISTRICT
SPRAY TRAILER RENTAL PROGRAM - FACT SHEET**

The 30' wide Spray Trailer:

- 30 foot wide spraying width, two 12' booms with a 6' chassis with 18 spray nozzles.
- 500 gallon tank capacity.
- Calibrated at 25 gallons per acre (GPA)
- Operating tractor requires one hydraulic selective control valve for hydraulics on sprayer.
- Operating tractor shall be of adequate weight and horsepower rating to safely control the sprayer during sprayer operations.
- Spraying speed – a minimum of 5 miles per hour is needed for sprayer pump to operate.
- Scheduling priority will be given to residents within the Grant Soil and Water Conservation District.

Rental Rates and Fees:

- Sprayer Rental = \$3.00 per acre, 10 acre (\$30.00) minimum rental charge applied.
- Delivery and Pickup Charge = \$60.00 per hour, Actual time incurred, rounded to the nearest half hour, 2 hour (\$120.00) minimum charge applied.
- Cleaning Fee = \$100.00 Fee, Applied if the sprayer is returned by the renter in a state that is of a lesser condition of cleanliness than to how it was delivered.
- Repair Fees = Should the sprayer be damaged by the renter beyond normal wear, actual parts and labor costs for performing restorative repairs will be paid by the renter.
- Extra Day Fee = \$25.00 per day, Applied if the renter retains the use of the sprayer beyond the limited rental period.

Delivery and Retrieval:

The District will transport the sprayer to and from the renter's property upon appointment, Monday through Friday. Or the Renter can pick up and deliver the sprayer to/from the Grant County Road Dept. yard. The renter is not authorized to transfer possession of the drill to others.

Rental Contacts (Monday-Friday 7:00am – 4:00pm):

Primary: Shane Koppel, (541) 620-4910, skoppel@ortelco.net
Secondary: Matt Wenick, (541) 620-1695, mwenick@ortelco.net
District Office: (541) 575-0135

SPRAY TRAILER RENTAL AGREEMENT

1. PARTIES

The Parties to this Agreement are:

- A. Grant Soil and Water Conservation District
Jason Kehrberg, District Manager
721 South Canyon Boulevard
John Day, OR 97845
541-575-0135
jkehrberg@ortelco.net

Hereafter referred to as "District"

- B. Individual Name or Entity Name and Representative Person: _____

Billing Address: _____

Sprayer Delivery and Use Location (If different from above address): _____

Phone Number: _____

Email: _____

Hereafter referred to as "Renter"

2. RENTAL INFORMATION

Section information is to be filled out by the District Representative at delivery and retrieval to document the sprayer condition, use period, and sprayed acreage to determine applied rental charges and fees.

- A. Delivery Information – Section to be filled out by the District prior to signature of the Agreement by the Parties.

Delivery Date: _____

District Delivery Representative: _____

Estimated Spraying Acreage: _____

Estimated Rental Period: Start Date _____ End Date _____

Condition (Mark One):

☐ The Sprayer is being delivered in good working order and is clean from excess dirt, grease, and herbicide material.

☐ The Sprayer is delivered dirty or damaged as indicated below.

Notes: _____

Renter _____ Date _____

District Representative _____ Date _____

B. Retrieval Information – Section to be filled out by the District upon retrieval of the Sprayer.

Retrieval Date: _____

District Delivery Representative: _____

Actual Acres Sprayed: _____ (Refer to Section 8)

Actual Rental Period: Start Date _____ End Date _____

Condition (Mark One):

☐ The Sprayer is being returned in good working order and is clean from excess dirt, grease, and seed material.

☐ The Sprayer is returned dirty or damaged as indicated below.

Notes: _____

Renter _____ Date _____

District Representative _____ Date _____

3. EXECUTION OF THIS AGREEMENT

Execution of this Agreement by authorized representatives of the Parties constitutes the entire Agreement between the District and Renter. This Agreement shall be binding upon the Parties hereto and their successors, heirs, and assigns. This Agreement incorporates the following forms by reference.

Attachment(s):

1. Spray Trailer Reference Photos.

4. EQUIPMENT

District rents to Renter a pull behind spray trailer with a 30' boom width and 500 gal. tank capacity with a gear driven pump, hereafter referred to as "Sprayer", for field and rangeland spraying purposes.

5. DRILL DELIVERY, POSSESSION, AND RETRIEVAL

District shall deliver and pick up the sprayer from the Renter's premises as agreed upon between the Parties, or the Renter can pick up the sprayer from the Grant County Road Dept. yard. Renter acknowledges that the sprayer availability or function is not guaranteed in any way and the District is not responsible for delivery or operational delays. Upon demand, the District reserves the right to take possession of the sprayer from the Renter.

Renter shall be responsible for transporting the sprayer from field to field. **Renter is not authorized to provide the sprayer to others.**

Time is of the essence during the period the sprayer is in the control of the Renter. To maximize the use of the sprayer by others, the rental period is limited to not more than one full day for every 20 acres to be sprayed, plus a setup day and cleanup day. For example, a Renter spraying 60 acres would be limited to 5 days of sprayer use; 1 day sprayer setup, 3 days for spraying operations, and 1 day for cleaning the sprayer. Unless authorized by the District, the Renter will be assessed the extra day fee listed in Section 9 for every day the sprayer remains in their possession beyond the limited rental period.

6. SPRAYER CONDITION, CLEANING, AND MAINTENANCE

Renter acknowledges they have inspected the sprayer upon delivery and confirm the sprayer to be in good working order and clean of herbicide material and excess dirt and debris, unless otherwise indicated in Section 2. Upon completion of sprayer use, Renter shall clean the sprayer to the near equivalent delivery condition, prior to its return to the District's possession. If the District determines the sprayer to be less than the condition of delivery, the Renter shall be assessed the established cleaning fee indicated in Section 9.

The District is responsible for ordinary maintenance and repair of the sprayer. Renter shall be responsible for all costs of any repairs to the sprayer resulting from the Renter's improper use, accidents, or negligence. Renter shall promptly notify the District of any damage or repairs that may be required to maintain the sprayer good working order.

7. SPRAYER OPERATION

Renter shall operate and transport the sprayer in a careful and prudent manner at all times, in accordance with industry standards and the operational guidelines within this Agreement. Renter shall be responsible for determining the suitability of the operating tractor size and horse power, along with related components, to allow safe maneuver ability and control of the sprayer based on the terrain to be operated upon. Tractor must have one hydraulic selective control valve to support required sprayer functions. Special operational care shall be taken while operating the sprayer on slopes because of the increased roll-over hazard.

The Drill is to be pulled at a minimum of 5 miles per hour during spraying operations. Pulling the sprayer too slow the gear driven pump will not run. There are two drag chains that hang off of each boom to mark the ground for optimum spray coverage. The sprayer is calibrated at 25 gal. per acre, no matter the speed traveled, 5 mph – 25 gpa or 7 mph – 25 gpa, this is how the gear driven pump operates.

Fertilizer materials shall not be put in the sprayer at any time.

Moving the sprayer on public roads will require the booms folded up, booms securely fastened together with ratchet straps and safety chain installed, transfer hoses from chassis to booms left and right side disconnected, and chain for gear driven pump removed from sprockets and hung securely on hanger.

8. SPRAYED ACREAGE

Renter shall provide the District with an estimate of the quantity of acres the Renter intends to spray with the sprayer in Section 2. Within five days of completing seeding operations, Renter shall provide to the District, the actual tabulation of acres sprayed with the sprayer to determine the total rental fees owed. The District can assist the Renter with calculating sprayed acreages upon request, using the District's office computer mapping systems. Renter reported acreages may be confirmed by the District through a physical site inspection with GPS. If actual acres sprayed are determined by the District to be 10 percent in excess of the Renter actual reported acreage, Renter may be disqualified from renting the sprayer in the future by determination of the District Board of Directors.

9. RENTAL RATES, FEES, AND PAYMENT

Renter agrees to pay for the delivery and retrieval of the Drill, the use of the Drill, and other charges resulting from the use of the Drill in accordance with the following schedule.

Sprayer Rental Rate = \$3.00 per acre, 10 acre (\$30.00) minimum rental charge applied.

Delivery and Pickup Charge = \$60.00 per hour, Actual time incurred rounded to the nearest half hour, 2 hour (\$120.00) minimum charge applied.

Cleaning Fee = \$100.00 Fee, Applied if the sprayer is returned by the Renter in a state that is of a lessor condition of cleanliness than to how it was delivered.

Repair Fees = Should the sprayer be damage by the Renter beyond normal wear, actual parts and labor costs for performing restorative repairs will be paid by the Renter.

Extra Day Fee = \$25.00 per day, Applied if the Renter retains the use of the sprayer beyond the limited rental period.

Payment for the sprayer rental and applicable fees shall be made to the District within thirty days of the invoice date. If the Renter fails to pay the invoice amount in full within thirty days of the invoice date, an interest rate of nine percent per annum, will be added to each day of delinquency. Renter will be responsible for payment of all costs incurred by the Grant Soil and Water Conservation District to collect amounts owed.

10. DISCLAIMER OF WARRANTY

Except as otherwise expressly provided by this Agreement, District makes no expressed or implied warranty as to any matter whatsoever, including, and without limitation, the condition of the sprayer, its

functionality, or its fitness for a particular purpose. No defect of the sprayer or its operation by the Renter shall relieve the Renter of their obligation to make payment to the District as provided herein, or of any other obligation under this Agreement.

11. INDEMNITY

Renter is responsible for any accidents resulting from the transportation or use of the sprayer while in their possession. Renter shall indemnify the District against, and hold District harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the sprayer or this Agreement, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the sprayer. Renter shall further indemnify the District, and hold the District harmless from all loss and damage to the sprayer during the rental period. Renter recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Renter's assumption of any and all liability for injury, disability and death of workers and other persons caused by the operation, use, control, handling, or transportation of the sprayer while in their control.

12. COMPLIANCE WITH APPLICABLE LAW

The Parties shall comply with all federal, state, and local laws and ordinances applicable to the rental of the Sprayer under this Agreement.

13. MODIFICATIONS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, in any manner whatsoever, except by written mutual agreement signed by authorized representatives of the Parties.

14. RESOLVING DISPUTES

In the event of a conflict regarding the terms of this Agreement, or if the Parties cannot agree to terminate this Agreement without serious conflict, they will enter into a mediated conflict resolution process with a third-party mediator chosen by both Parties. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the Parties.

If a resolution cannot be achieved through mediation, the Parties agree to submit to binding arbitration of their differences before a single arbitrator in accordance with the arbitration rules of the American Arbitration Association. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any decision or award by an arbitrator shall be made in accordance with such laws.

15. CERTIFICATION

Renter, by execution of this Agreement, hereby acknowledges that Renter has read this Agreement, understands it, and agrees to be bound by its terms and conditions. If Agreement is emailed, the District and Renter agree that this Agreement will be considered signed when the signature of a Party is delivered by email. Signatures transmitted by email shall have the same effect as original signatures.

16. SIGNATURES

RENTER

DATE

DISTRICT REPRESENTATIVE

DATE



