

## EQUIPMENT RENTAL AGREEMENT

This equipment rental agreement, effective as of the date below, is by and **between Goshen County Weed and Pest Control District, P.O. Box 757, Torrington, WY 82240**, hereinafter referred to as Lessor, and the below described landowner, hereinafter referred to as Lessee:

Name:  
Mailing Address:  
Physical Address:  
Phone:

Lessor leases to Lessee and Lessee leases from Lessor the equipment described below, subject to terms and conditions of this Agreement.

Equipment Description	Unit #	Daily Rental Fee	Daily Late Fee	Rented
Backpack Sprayer	1	\$5.00	\$40.00	
Backpack Sprayer	2	\$5.00	\$40.00	
ATV Spot Sprayer	3	\$10.00	\$40.00	
ATV Broadcast Sprayer	4	\$15.00	\$140.00	

1. The term of this lease shall be for \_\_\_\_\_ days, commencing on \_\_\_\_\_ (date) and ending on \_\_\_\_\_ (date). Lessee agrees to pay Lessor as rent for the equipment identified herein \$\_\_\_\_\_ per day for \_\_\_\_\_ days, for a total rental payment of \$\_\_\_\_\_. Lessee understands and agrees that prepayment for this amount is required.
2. Lessee understands and agrees that any late fees, damage to or loss or destruction of the equipment rented herein, will be charged to the Lessee and shall immediately become due and payable.
3. Lessee shall have no right or interest in the equipment rented herein. The equipment leased under this Agreement shall, at all times, be kept and/or used by Lessee, at Lessee's address, and shall not be removed from that location without the prior written consent of Lessor. Lessor shall have the right at any time during reasonable and normal business hours to enter the premises where the leased equipment is located for the purpose of inspecting said equipment and/or observing its use, maintenance, and operation.
4. On the expiration or termination of this lease, Lessee agrees to return to Lessor at Lessee's own expense the equipment leased in as good condition as it was when delivered to Lessee, ordinary wear and tear resulting from proper use alone excepted, and free from all liens and encumbrances.
5. Lessor does not make any warranty, express or implied, nor shall any warranties arise by operation of law, as to the equipment leased, including fitness for any particular use, merchantability, design, capacity or performance. Lessor shall use the equipment in a careful and proper manner and shall comply with all state, local and federal law, if any, pertaining to the use of said equipment. Lessee shall also comply with the Lessor's, the seller's or manufacturer's instructions relating to the possession, use, maintenance repair and operation of

the equipment. Any maintenance and repair required of the equipment while being used by Lessee shall be the sole responsibility of the Lessee without the right of reimbursement from Lessor. Lessee shall not make any alterations, additions or improvements to the equipment leased without the prior written consent of Lessor. All such additions and improvements shall become the property of Lessor and subject to the terms of this lease.

6. Lessee assumes all risk of loss of or damage to the leased equipment from any cause. No loss of or damage to the equipment shall impair any obligation of Lessee under this lease, including the payment of rentals, and all such obligations shall continue in full force and effect until otherwise discharged.
7. Lessee understands and agrees to indemnify and hold harmless Lessor from any all personal injuries, death, dismemberment or any damage to property in connection with the Lessee's use, operation or transportation of the leased equipment.
8. Lessee shall not assign, sublet, transfer, pledge or mortgage any of its rights under this lease, or any of the equipment subject of this lease, to any other person or entity. Lessee shall not lend or allow the leased equipment to be used by any other person other than the Lessee's employees.
9. In the event judicial proceedings are instituted with this lease, the unsuccessful party shall pay to the successful party a reasonable amount for the successful party's attorney's fees and cost which were incurred by the successful party in enforcing its rights against the other party pursuant to this lease. This lease shall be binding on the respective heirs, legatees, personal representatives, successors and/or assigns of the parties.
10. This lease constitutes the entire agreement between the parties. This lease shall not be amended except by written agreement signed by both parties. If any provision of this lease is held invalid by a court of competent jurisdiction, it shall be considered deleted from this lease, but such invalidity shall not affect the other provisions that can be given effect in the absence of the invalid provisions.
11. Lessor does not waive their sovereign immunity by entering into this agreement and Lessor specifically retains all immunities and defenses provided by the law with regard to any action based on this agreement, pursuant to W.S 1-39-104(a).

**Goshen County Weed and Pest Control District**

**Lessee**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_