



## Winooski Watershed Portable Skidder Bridge Program Rental Agreement

The Winooski Natural Resources Conservation District requests your assistance in helping us gather information on the use of the bridge that you have rented. The information that you provide will help us improve the rental program to best meet your needs. Thanks for your help.

Bridge Number:  
\_\_\_\_\_

### 1.0 Contact Info

Renter's Name: \_\_\_\_\_

Renter's Address: \_\_\_\_\_

Renter's Phone: \_\_\_\_\_ Renter's Email: \_\_\_\_\_

### 2.0 Job Info

Job Address: \_\_\_\_\_

Additional Location Information: \_\_\_\_\_

\_\_\_\_\_

Volume of timber transported over bridge (estimate): \_\_\_\_\_

Number of acres accessed with the bridge (estimate): \_\_\_\_\_

Type of equipment (circle all that apply): Forwarder Skidder Other \_\_\_\_\_

### 3.0 Rental Info

Date of Rental: \_\_\_\_\_ Estimated Rental Period (number of months): \_\_\_\_\_

Condition of Bridge Upon Rental (circle one): Good Suitable Needs Replacement

Type of Bridge Rented (circle one): Heavy Duty Standard

**DEPOSIT (\$200) AND FIRST MONTH'S PAYMENT (\$100) IS DUE AT TIME OF BRIDGE PICK UP.**

Additional payments will be requested with a reminder letter from Winooski NRCD.

*By signing below the RENTER agrees to the terms and conditions set forth in Appendix A of this document. You also give permission for a forester from the VT Dept. of Forests, Parks, and Recreation to enter the job site for monitoring purposes (with advanced notice).*

**RENTER**

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

**WINOOSKI NATURAL RESOURCES CONSERVATION DISTRICT**

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

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# Winooski Watershed Portable Skidder Bridge Program

## Appendix A – Terms and Conditions

The Winooski Natural Resources Conservation District, hereinafter called WNRCD, agrees to rent the following equipment, **Portable Skidder Bridge**, to the following company or person: [REDACTED], hereinafter referred to as RENTER, under the following terms and conditions:

- Equipment Rented:** Portable Skidder Bridge constructed of green hemlock; reinforced with 3/4" threaded steel rod and 10" log cabin screws. Each bridge is made up of three panels measuring 20' long and 4' wide. You have been rented the [REDACTED] Bridge.
- Rental Rate:** The rent for the above equipment shall be \$100 per month. RENTER shall pay one month's rental fee to the third party pick up location (Fontaine's Sawmill, E. Montpelier or Lamell Lumber Corp, Essex) which will be mailed to WNRCD within seven days of receipt. Checks payable to WNRCD. Rental fees for subsequent months will be invoiced and sent at the completion of the rental period or at monthly intervals whichever comes first. WNRCD reserves the right to require prepayment or a deposit.
- 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 shall be charged by WNRCD at the whole month rate.
- Ownership:** The equipment is, and shall at all times remain, the property of WNRCD.
- Technical Assistance and Monitoring:** RENTER is required to inform the WNRCD the timing of the bridge installation and permit a technical assistant to be on site during installation or shortly thereafter. The purpose of the technical assistance is to ensure the correct installation and use of the skidder bridge and to provide any support as needed. A second site visit is also required once the bridge has been removed. Communication between the RENTER and WNRCD is essential for this process to occur in a timely manner.
- 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.
- Warranty:** WNRCD 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.
- Alterations:** No alterations or repairs may be made to the equipment by RENTER during the rental period.
- Assignment:** Neither this agreement nor the equipment may be assigned, transferred, or be in any way encumbered by RENTER without the written consent of WNRCD.
- Validity:** By its verbal or written authorization to WNRCD, RENTER accepts the terms and conditions of this Agreement and agrees to return a signed copy of the Agreement to WNRCD.
- 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.
- Default and Remedies:** RENTER shall be deemed to have breached this Agreement if RENTER
  - defaults in any payment;
  - defaults in any of the terms herein and such default shall continue uncorrected for ten (10) days after written notice thereof to RENTER by WNRCD; OR
  - becomes insolvent, or if a petition is filed by or against RENTER under the Bankruptcy Act or any other law for relief of debts.In the event of any default, WNRCD may declare the entire amount of unpaid rental payments immediately due and payable and WNRCD may immediately terminate this Agreement. In the event of such termination, RENTER agrees to immediately return the equipment to WNRCD or RENTER agrees WNRCD 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.
- Governing Law:** This Agreement shall be governed by and construed for all purposes in accordance with the laws of the State of Vermont.
- Liability:** RENTER shall accept responsibility and liability for all personnel and sub-contractors used by it. RENTER shall also keep safe and hold harmless WNRCD 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. Furthermore WNRCD 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 WNRCD in connection with this Agreement.
- RENTER, for the lease herein and other good and valuable consideration does hereby remise, release and forever discharge the District 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 District and it's respective successors and assigns RENTER ever had, now has or which his/her successors or assigns 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.