

Portable Skidder Bridge Rental Program Rental Agreement

Bridge Host Site:

Deposit Amount:

Contact Info:

Renter's Name:

Renter's Address (Mailing and Physical):

Renter's Phone(s):

Job Info:

Job Address:

Nearest Road:

Directions to Job Site:

Volume of Timber transported Over Bridge (estimated):

Number of acres accessed with the bridge (estimated):

Type of Equipment (Make and Model):

Forwarder _____ Skidder _____ Other _____

Rental Info:

Date of Rental: _____

Estimated Rental Period (number of months): _____

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

First Month's Payment (\$100) and a Security Deposit (\$100) are due upon bridge rental. Additional monthly payments will be invoiced by PMNRCD until bridge is returned in good condition.

By signing the PMNRCD PSB & Rental Agreement (Appendix A) the RENTER agrees to the terms and conditions set forth in 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 of the bridge (not typical).

POULTNEY METTOWEE NATURAL RESOURCES CONSERVATION DISTRICT (PMNRCD)

Authorized Representative PMNRCD – Signature and date

RENTER

Authorized Representative - Signature and date

Appendix A – Terms and Conditions

The Poultney Mettowee Natural Resources Conservation District, hereinafter called PMNRCD, agrees to rent the following equipment: **Portable Skidder Bridge** to the following company or person: _____, hereinafter referred to as RENTER, under the following terms and conditions:

1. **Equipment Rented:** Heavy Duty Portable Skidder Bridge constructed of green hemlock; reinforced with .75" threaded steel rod and 10" screws and/or cabin spikes. Each bridge is made up of three panels measuring 20' long and 4' wide.
2. **Rental Rate:** A total of \$200 is required at the onset of the bridge rental, \$100 for the first month rent and \$100 for a Security Deposit. Checks payable to PMNRCD. The rent for the above equipment is \$100 per month of use. Rental fees for subsequent months will be invoiced at monthly intervals or sent at the completion of the rental period whichever comes first. PMNRCD reserves the right to require prepayment or a deposit. The Security Deposit of \$100 will be paid upon the return of the bridge in good condition.
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 PMNRCD at the whole month rate.
4. **Ownership:** The equipment is, and shall at all times remain, the property of PMNRCD.
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:** PMNRCD 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. **Instructions:** 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 guidelines as published by the Vermont Department of Forests, Parks, and Recreation, in the pamphlets titled "Wooden Portable Skidder Bridge Information Sheet" and "A Guide for Constructing and Using Portable Skidder Bridges".
 - c) RENTER agrees to follow Vermont's Acceptable Management Practices as published.
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 PMNRCD.
10. **Validity:** By its verbal or written authorization to PMNRCD, RENTER accepts the terms and conditions of this Agreement and agrees to return a signed copy of the Agreement to PMNRCD.
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;
 - 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 PMNRCD; 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.

RENTER shall be deemed to have breached this Agreement if RENTER In the event of any default, PMNRCD may declare the entire amount of unpaid rental payments immediately due and payable to LCNRC and may immediately terminate this Agreement. In the event of such termination, RENTER agrees to immediately return the equipment to PMNRCD or pay the costs for a replacement bridge of approximately \$3000 or RENTER agrees PMNRCD 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 Vermont.

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 PMNRCD 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 PMNRCD 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 PMNRCD in connection with this Agreement.

15. **RENTER**, for the lease herein and other good and valuable consideration does hereby remise, release and forever discharge PMNRCD 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 PMNRCD 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.

If you would like assistance with using portable skidder bridges on your job or have any questions about the “Acceptable Management Practices for Maintaining Water Quality on Logging Jobs in Vermont” please contact a Department of Forests, Parks & Recreation Forester or inquire with PMNRCD.

- Caledonia, Essex & Orleans Jeff Briggs (802) 751-0119
- Lamoille, Washington & Orange Brad Greenough (802) 476-1077
- Franklin, Grand Isle, Chittenden & Addison Bill Baron (802) 879-5681
- Rutland & Bennington Gary Salmon (802) 786-3857
- Windsor & Windham Rick White (802) 885-8824

POULTNEY METTOWEE NATURAL RESOURCES CONSERVATION DISTRICT

Authorized PMNRCD Representative; Date

BRIDGE RENTER

Authorized Representative; Date

Printed Name: _____

Your signature also gives permission for a forester from the Vermont Department of Forests, Parks and Recreation onto the job site for monitoring purposes.