



Checkout Agreement

Organic Farm School Seed Processing Equipment Trailer

Renter Information:

Name: _____

Email: _____ Phone Number: _____

Address: _____

City: _____ State _____ Zip Code: _____

Check-out Date: _____ / _____ / _____ Return Date: _____ / _____ / _____

Please provide address equipment will be transported to: Same as above

Address: _____

Transport of equipment will be by: Renter Other (please provide contact info below)

Name: _____ Phone Number: _____

Renter agrees to use equipment in a safe and careful manner, in accordance with the OFS Operating Guide, Owner's Manuals and verbal instructions provided by the Organic Farm School. Renter agrees to pay the cost of repairing the equipment if damage to the equipment and/or its parts occurs due to an external cause or due to any negligence or any factor under the control of the Renter. Renter agrees to replace any equipment not returned to the Organic Farm School.

Renter will transport the equipment trailer by use of an appropriate vehicle that has a manufacturer's tow rating of at least 3000#. It is the responsibility of the Renter to follow all regulations and safety practices concerning towing trailers on public roads. The renter will return the equipment to the Organic Farm School unless other arrangements are made on this agreement. **Failure to return the equipment or deliver it to the designated location shall result in a late penalty of \$40.00/day and/or a retrieval penalty of \$400.** Renter agrees to return the equipment in clean and usable condition according to cleaning checklist. **Failure to clean the equipment adequately will result in a \$40/hr cleaning charge (min. \$25).**

Renter releases the Organic Farm School from any and all liability arising from the use of and/or transportation of the equipment. The Organic Farm School shall not be liable for any personal injury or property damage occurring as a result of the use or transport of the equipment or any other loss or damage including but not limited to those resulting from (1) loss caused by theft, (2) accidental damage to persons or property from the operation or use of the equipment, (3) damage or injury resulting from the conduct of the Borrower whether negligent or otherwise.

In the event injury or damage is not insured against, Renter shall pay for injury or damages at the sole expense of the Renter. Renter agrees to indemnify and hold harmless the Organic Farm School from any and all claims arising by virtue of the use of the equipment pursuant to this agreement. In the event the Organic Farm School incurs any legal fees or other costs enforcing the terms of this agreement, Renter shall be responsible for all such fees and costs. The priority of use and availability of equipment will be determined at the sole discretion of the Organic Farm School.

Renter (Print Name) _____

Signature/Date _____

Organic Farm School Staff (Print Name) _____

Signature/Date _____