

LOG BRIDGE RENTAL AGREEMENT

RENTAL APPLICATION SITE: Holmes Soil and Water
Conservation District
(Holmes SWCD)
62 W. Clinton Street
Millersburg, OH 44654



BRIDGE PICKUP SITE: Yoder Lumber
7100 County Road 407
Millersburg, OH 44654

Contact Info:

Renter's Name: _____
(Print)

Renter's Address (Mailing and Physical): _____
(Print)

Renter's Phone(s): _____

Job info: _____

Job Address: _____

Nearest Road: _____

Directions to Job Site _____

Estimated Rental Period (number of weeks): _____

Planned Pick-up Date: _____

Terms and Conditions

The Holmes Soil and Water Conservation District, hereinafter called Holmes SWCD, agrees to rent the following equipment: **Portable Logging Bridge** to the following company or person:

_____ hereinafter referred to as RENTER, under the following conditions:

1. **Equipment To Be Rented:** (Portable logging bridge consisting of three 4-foot-wide steel panels).
2. **Rental Rate:** A non-returnable Security Deposit of **\$500** must be paid to Holmes SWCD prior to taking possession of the bridge. This deposit will be credited toward the final bill and entitles the RENTER to possess and use the bridge for up to five weeks. Each additional week (or portion of a week) beyond the initial five weeks will be charged at the rate of \$100 per week. Rental fees for subsequent weeks will be invoiced at monthly intervals or sent at the completion of the rental period whichever comes first. Checks must be payable to Holmes SWCD. **Payment due within 30 days. A 1.5% fee will be charged monthly on the unpaid balance if not paid within 30 days.**
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 weekly basis. Any partial week will be charged by Holmes SWCD at the full weekly rate. The **maximum rental period under this agreement is 15 weeks**. The rental period may only be extended at the discretion of Holmes SWCD and only if the RENTER has requested and secured the Holmes SWCD's written consent to an extension of this agreement.
4. **Ownership:** The equipment is, and shall always remain, the property of Ohio Department of Natural Resources (ODNR), Division of Forestry.
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, but is not limited to, inappropriate use, inappropriate loads, failure to report a known maintenance issue in a timely manner or general negligence.

Transportation of the bridge is the sole responsibility of the Renter. Renter acknowledges that they are solely responsible for ensuring that bridge panels, equipment and associated supplies are properly and legally secured to the trucks and/or trailers used to transport the items. Renter is responsible to ensure that all vehicles, trailers, etc. used to transport the bridge are maintained and operated in full compliance with all applicable laws and regulations and that the truck is operated by a properly licensed driver.

6. **Warranty:** Holmes SWCD makes no claims as to the condition of the bridge upon rental. It is the responsibility of the RENTER to examine the bridge prior to taking possession, to determine its suitability for the Renter's intended use.

7. **Instructions:** Renter agrees that he/she has been given adequate instruction on the use of the bridge before use of the bridge and RENTER has been properly warned about the risks of harm associated with the use of the bridge.
 - a) RENTER agrees that he/she possesses the proper experience to use the bridge safely.
 - b) RENTER will install, use, and remove the bridge following all guidance documents provided by the SWCD.
 - c) RENTER agrees to follow the standards found in Ohio's BMP Handbook entitled BMPs for Erosion Control for Logging and Forestry Practices in Ohio and to **develop and submit an approvable Forestry Pollution Prevention Plan (FP³) with the SWCD prior to installing the bridge.**

8. **Alterations:** No alterations or repairs may be made to the equipment by RENTER during the rental period without the written consent of the Holmes SWCD or the ODNR Division of Forestry.

9. **Assignment:** Neither this agreement nor the equipment may be assigned, transferred, or be in any way unencumbered by RENTER without the written consent of Holmes SWCD.

10. **Validity:** By its verbal or written authorization to Holmes SWCD, RENTER accepts the terms and conditions of this Agreement and agrees to return a signed copy of the Agreement to Holmes SWCD.

11. **Maintenance:** RENTER is responsible for routine inspection of the bridge during the rental period to identify any maintenance concerns. Needed repairs should be immediately reported to the Holmes SWCD and bridge use suspended until the SWCD has completed a bridge inspection and authorized its use. **Bridge must be free of heavy mud, rocks, seeds (to prevent potential transport of invasive species), etc.** upon return. 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 the 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 the (10) day after written notice thereof to RENTER by Holmes SWCD, 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.In the event of a Renter default, Holmes SWCD may declare the entire amount of unpaid rental payments immediately due and payable to Holmes SWCD and may immediately terminate this Agreement. In the event of such termination, RENTER agrees to immediately return the equipment to Holmes SWCD. Additionally, RENTER agrees that Holmes SWCD or the Ohio Department of Natural Resources may contact someone to enter 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 Ohio.

14. **Indemnity/Hold Harmless:** To the fullest extent permitted by law, RENTER agrees to indemnify, defend and hold the Holmes SWCD, the Ohio Department of Natural Resources, Yoder Lumber and their respective officers, agents, servants and employees harmless from and against any and all liabilities, claims, loss, damage or costs (including, but not limited to, legal fees, loss of income or profit, business interruption or other special or consequential damages, damages related to property damage, bodily injury or damages related to wrongful death arising out or related to the:

(A) Loading, transportation, installation, operation, use, alteration, modification, removal, possession or rental of the bridge panels or associated equipment and supplies.

(B) Claims by any entity, independent contractor, or Renter employee, against Renter, including but not limited to any claims of negligence, misconduct, or violation of law.

If you would like additional information or guidance on the proper installation and use of portable skidder bridges or have any questions about the erosion control and water quality guidelines found in "BMPs for Erosion Control for Logging and Forestry Practices in Ohio" please contact an ODNR, Division of Forestry, Forester or inquire with Holmes SWCD.

HOLMES SOIL AND WATER CONSERVATION DISTRICT

Authorized Holmes SWCD Representative; Date

BRIDGE RENTER

Authorized Representative; Date

Printed Name: _____

For Internal Use Only
Date Bridge Was Picked Up: _____
Loaded By: _____
Date Bridge Was Returned: _____
Unloaded By: _____
Repairs or Cleaning Needed? <input type="checkbox"/> None <input type="checkbox"/> Excessive Mud or Seed
<input type="checkbox"/> Repairs Needed (Describe: _____)