



Serving Lucas, Marion, Monroe and Poweshiek Counties  
Office & Landfill: 1736 Highway T17 ▪ Tracy, Iowa 50256 ▪ Tel: 641-828-8545 ▪ Fax: 641-842-3722  
Poweshiek Transfer Station: 1163 Highway 6 ▪ Malcom, Iowa 50157 ▪ Tel: 641-528-2801  
[www.sciswa.org](http://www.sciswa.org)

## EQUIPMENT RENTAL AGREEMENT - WOODCHIPPER

This Equipment Rental Agreement (this “Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between South Central Iowa Solid Waste Agency, 1736 Highway T17, Tracy, Iowa 50256 (“SCISWA”), and the undersigned “Renter.”

**Whereas**, SCISWA, as part of its Environmental Management Systems program, has purchased a yard waste chipper that it desires to rent out to municipalities within its service territory; and

**Whereas**, Renter is a governmental entity within SCISWA’s planning area; and

**Whereas**, Renter desires to rent, now and in the future at times permitted by SCISWA, the yard waste chipper in order to better manage and dispose of yard waste within its planning area; and

**Whereas**, the parties are entering into this Agreement to set forth their rights and responsibilities regarding the rental of the yard waste chipper.

**Now, therefore**, the parties agree as follows:

1. **Rent of Equipment.** SCISWA agrees to rent to Renter, and Renter agrees to rent from SCISWA a certain yard waste chipper owned by SCISWA (the “Equipment”) during certain Rental Periods as defined in Section 2 of this Agreement.
2. **Rental Period.** “Rental Period(s)” means those dates scheduled by the Renter with SCISWA personnel. Each individual Rental Period will begin when Renter takes possession of the Equipment at the location specified by SCISWA and will terminate when the Renter delivers possession of the Equipment to SCISWA at the Surrender Location, which shall in no event occur later than the scheduled surrender date. Scheduling of the Rental Period in no way obligates SCISWA to permit the Renter to rent the Equipment during that time period.
3. **Recall Notice.** SCISWA may recall the equipment, at any time, by written notice to Renter. Upon receipt of such notice, Renter shall immediately return the Equipment to SCISWA at the Surrender Location.
4. **Use.** Renter shall use Equipment in a careful and proper manner and shall comply with and conform to all federal, state, and local laws, ordinances, or regulations in any way relating to the possession, use or maintenance of the Equipment. Furthermore, Renter shall use the Equipment in accordance with any and all guidelines and operating instructions relating to the Equipment whether or not the same are provided to the Renter by SCISWA. Prior to its rental of the Equipment, and at least once annually, the Renter shall participate in a training course approved by SCISWA on the safe operation of the Equipment.
5. **Maintenance and Operation.** Renter shall not remove, alter, disfigure, or cover up any numbering, lettering or insignia displayed on the Equipment, and shall see that the

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Approved By: SCISWA Board



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Equipment is not subjected to careless, unusually or needlessly rough usage. Renter shall at its own expense maintain and repair the Equipment and its appurtenances in good repair and operative condition during the Rental Periods, and shall return the Equipment to SCISWA in good repair and condition, ordinary wear and tear resulting from proper use thereof excepted.

6. Operators. Unless otherwise mutually agreed in writing, Renter shall supply and pay all operators of the Equipment during the Rental Period. Renter shall not permit any person under the age of eighteen (18), or any person not otherwise competent, to operate the Equipment. All operation of the Equipment shall be done under the supervision of Renter, and Renter will require that all persons it authorizes to operate the Equipment do so in accordance with the terms of this Agreement. Renter will pay all compensation required to be paid to operators of the Equipment, and shall provide and pay for any and all workmen's compensation insurance and payroll taxes applying to such operators.
7. DISCLAIMER OF WARRANTIES. RENTER ACKNOWLEDGES AND AGREES THAT SCISWA IS NOT A MANUFACTURER, SUPPLIER, OR DEALER OF THE EQUIPMENT. SCISWA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, AND SPECIFICALLY DISCLAIMS ALL WARRANTIES IMPLIED BY LAW TO THE FULLEST EXTENT POSSIBLE, INCLUDING, BUT NOT LIMITED TO, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS DESIGN, ITS CAPACITY, ITS PERFORMANCE, ITS MATERIAL, ITS WORKMANSHIP, ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT IT WILL MEET THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS, OR CONTRACTS, WHICH PROVIDE FOR SPECIFIC APPARATUS OR SPECIAL METHODS. SCISWA FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO RENTER OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIPMENT. RENTER ACCEPTS THE EQUIPMENT "AS IS." SCISWA SHALL NOT BE LIABLE IN ANY EVENT TO RENTER FOR ANY LOSS, DELAY, OR DAMAGE OF ANY KIND OR CHARACTER RESULTING FROM DEFECTS IN, OR INEFFICIENCY OF, EQUIPMENT HEREBY RENTED OR ACCIDENTAL BREAKAGE THEREOF.
8. Indemnity. Renter shall indemnify, defend, and hold SCISWA, its officers, directors, trustees, employees, and agents harmless from and against any claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' fees incurred, arising out of, connected with, or resulting from either the rental of the Equipment or this Agreement, including, without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance, or return of the Equipment. Renter recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Renter's assumption of any and all liability for injury, disability, and death of workmen and other persons caused by the operation, use, storage, control, handling, or transportation of the Equipment during the Rental Periods.
9. Loss or Damage. Renter hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever during the Rental Periods. No loss or damage to the Equipment or any part thereof shall impair any obligation of Renter under this

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Agreement which shall continue in full force and effect through the term of the Agreement. In the event of loss or damage of any kind whatever to the Equipment, Renter shall, at SCISWA's option:

- a. Place the same in good repair, condition and working order; or
  - b. Replace the same with like equipment in good repair, condition and working order; or
  - c. Pay to SCISWA the replacement cost of the Equipment.
10. Surrender. Upon the expiration of a Rental Period or recall of the Equipment by SCISWA, Renter shall return the Equipment to SCISWA in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering the Equipment at Renter's cost and expense to such place as SCISWA shall specify within the city or county in which the Renter took possession of the Equipment (the "Surrender Location"). In the event a Surrender Location is not specified by SCISWA, the Surrender Location shall be as follows:

1736 Hwy T-17  
Tracy, Iowa 50256

11. Insurance. Renter shall procure and continuously maintain and pay for any and all insurance necessary to meet its obligations under this Agreement with such company or companies as shall be reasonably acceptable to SCISWA.
12. Taxes and Liens. Renter shall keep the Equipment free and clear of all levies, liens and encumbrances.
13. Default. If Renter fails to observe, keep or perform any other provision of this Agreement required to be observed, kept or performed by Renter, SCISWA shall have the right to exercise any one or more of the following remedies:
- a. To take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. Renter hereby waives any and all damages occasioned by such taking of possession.
  - b. To terminate this Agreement.
  - c. To pursue any other remedy at law or in equity.
- Notwithstanding any repossession or any other action which SCISWA may take, Renter shall be and remain liable for the full performance of all obligations on the part of the Renter to be performed under this Agreement. All of SCISWA's remedies are cumulative, and may be exercised concurrently or separately.
14. Ownership. The Equipment is, and shall at all times be and remain, the sole and exclusive property of SCISWA; and the Renter shall have no right, title or interest therein except as expressly set forth in this Agreement.
15. No Subletting or Assignment. Renter may not sublet the Equipment, nor shall Renter assign or transfer any interest in this Agreement. SCISWA may assign this Agreement without notice.
16. General Provisions.

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- a. This instrument constitutes the entire agreement between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties hereto.
- b. The headings in this Agreement are provided for convenience of reference only and do not alter or amend the substance of the document.
- c. No failure on the part of SCISWA to exercise and no delay in exercising any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy.
- d. If any term or provision of this Agreement is found invalid, it shall not affect the validity and enforcement of all remaining terms and provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

South Central Iowa Solid Waste Agency

Renter:

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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