

MODEL



Model Equipment Rental Agreement

JUNE 2019

Last updated by LOC attorneys April 2023

Foreword

Cities may choose to provide the general public with access to, and allow for, the use of city-owned equipment. Rental equipment may include: anything from maintenance-related equipment such as pressure washers and mowers; meeting and event equipment, such as speakers and video projectors; and recreational equipment, such as kayaks and bicycles.

The type of city-owned equipment a city chooses to make available for public use will vary. Regardless, it is important for every city that wishes to allow the public to rent city-owned equipment to adopt an equipment rental policy and appropriate rental agreement forms. Depending on the rental equipment, it may be helpful for the city to provide the renter with user instructions.

A city should also consider the geographic location for the use of rental equipment. For example, a city may decide to limit equipment use within city limits, within the county in which the city sits, or provide no restrictions at all.

The enclosed model rental equipment policy and agreement is only a guide. Each city should modify the model as appropriate to meet the needs of the city and the equipment users.

Disclaimer

Any model document provided by the LOC is intended to be used as a starting point in an individual city's development of its own documents. Each city is unique, and any adopted document or policy should be individually tailored to meet a city's unique needs. This model is not intended as a substitute for legal advice. Cities should consult with their city attorney before adopting an equipment rental policy and agreement to ensure that the documents submitted comply with all aspects of federal, state, and local law.

CITY OF _____
EQUIPMENT USE POLICY

Various pieces of city-owned equipment are available for use by members of the public for a given period of time. Some equipment may only be used within the bounds of city limits.

Responsibility for the use of rented equipment belongs to the individual renter. In all cases, the person using the equipment is responsible for its proper use. Written instructions will be provided for equipment upon request. Failure to follow the instructions associated with the equipment will result in financial liability to the person responsible should the equipment need repair.

Minor children are prohibited from operating maintenance or event/meeting equipment. Minor children may operate recreational equipment provided that the equipment is age appropriate and an Informed Consent and Liability Waiver is completed by the child(ren)'s legal guardian.

The charge for renting city equipment will be set by Council resolution. A table of rental costs will be available upon request. Failure to return the equipment on time and in good, working order will result in charges imposed based on the late return, damage, and/or replacement value of the item.

Equipment reservations can be made up to two (2) weeks in advance with full payment. Cancellations must be made three (3) business days prior to the date of pick-up for a full refund. Cancellations may be made in person or by phone during regular business hours.

The individual, or authorized member of the group, renting the equipment shall make arrangements with the City Manager, or designee, to use the equipment and arrange to receive training in its use when necessary prior to the equipment being used.

Other exceptions to this policy must first be authorized by the City Council.

CITY OF _____ EQUIPMENT RENTAL AGREEMENT

The City of _____ (“City”) is providing use of its equipment to you (“renter”) as a member of the public. Outlined in this Agreement are the terms of your equipment rental. If a minor child will be using recreational equipment, please complete the additional Informed Consent and Liability Waiver for Minor Child. No minor shall operate the maintenance or event/meeting equipment.

TERMS & CONDITIONS

City-owned equipment is used at the renter’s sole risk. Renter agrees to use the equipment in a careful and prudent manner and return the equipment in the same condition as received. While normal wear from responsible use is expected, renter shall be responsible for loss, theft, damage, or destruction of the equipment. Renter shall be responsible for all liability for equipment use and transportation to and from the city storage facilities. All damaged equipment will be repaired by the City and the cost of such repairs and replacement parts shall be paid for by the renter, with exception for costs of normal wear. The City will bill the renter for all fees and other costs incurred.

Renter agrees to pay all rental charges and costs to repair damage within 10 business days of bill date. Any deposit, if applicable, must be paid prior to the start of the rental period. For all unpaid equipment charges, Renter shall pay all collection fees, attorneys fees, court costs, and other reasonable costs incurred by the City to collect amounts owed. Renter agrees to return equipment prior to the end of the rental period. A late fee of \$50 per day shall be charged for any equipment not returned prior to the end of the rental period, unless extension of the rental period is agreed upon by the City Manager or designee.

If the renter misuses any equipment or causes damage due to the renter’s negligence, the renter may be determined to be ineligible to rent equipment from the City in the future. It is the Renter’s responsibility to ensure that the Renter is capable of operating the equipment. Instructions on how to operate the equipment will be provided upon request.

Should the rental equipment become unavailable due to any reason set forth in the Agreement, or for any other reason beyond the control of the City, the Renter understands and agrees that other than a refund of all rental fees and deposits, the City shall not be liability for any damages or charges whatsoever.

DISCLAIMER OF WARRANTY

Except as otherwise expressly provided by this agreement, the City makes no expressed or implied warranty as to any matter whatsoever, including and without limitation, the condition of the equipment or its fitness for a particular purpose.

INDEMNITY

Renter is responsible for any injuries or damage resulting from the use of City equipment. Renter shall indemnify the City against, and hold the City harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney’s fees, arising out of, connected with, or resulting from the equipment or the rental agreement, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the equipment. Renter shall further indemnify the City and hold the City harmless from all loss and damage to the equipment during the rental period. Renter recognizes and agrees that included in this indemnity clause, but not by way of limitation, is the Renter’s assumption of any and all liability for injury, disability and death of the Renter and other persons caused by the operation, use, control, handling, or transportation of the equipment during the rental period.

FORCE MAJEURE

The parties' performance under this Rental Agreement is subject to acts of God, war, government regulation, threats or acts of terrorism or similar acts, disease, State Department or other official agency travel advisory, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other cause beyond the parties' control, which would tend to make it inadvisable, illegal, or impossible for such party or its members to perform their obligations under the Rental Agreement. Either party may cancel this Rental Agreement for any one or more of such reasons upon written notice to the other party.

Renter's Information

Company or Organization (if applicable):

Responsible Person:

Address:

Phone: _____

Email Address: _____

Location of Equipment Use: _____

Dates of Rental Period: _____

Rental Fees:

Equipment	Fee	Dates and Times Requested	Refundable Deposit	Total Fee	Return by
Maintenance Equipment					
Gas Powered Pressure Washer	\$40/day		\$100		
3000 Watt Inverter Generator	\$40/day \$200/week		\$100		
19 ft Scissor Lift	\$160/day \$350/week		\$200		
Event/Meeting Equipment					
Portable Video Projector	\$75/day		\$50		
PA System	\$100/day		\$75		
Recreational Equipment					
1-Person Kayak	\$30/day		\$30		
2-Person Kayak	\$30/day		\$30		
Personal Floatation Device	\$2/day		\$10		
Bicycle (Cruiser style)	\$35/day		\$50		
Bicycle (Mountain bike style)	\$45/day		\$50		

Total Rental Fee: _____

By signing, I certify that (please check):

- I have read and will adhere to the terms of this Agreement.
- I have received and read the City of ____ Rental Equipment Policy.
- I can adequately operate the rental equipment and in the event I cannot, I will request instructions on equipment use prior to the rental period.
- I am of legal age and have the authority to sign the Agreement on behalf of the organization, if any, intending to use the equipment.
- If a minor will be operating recreational equipment, I have completed and attached an Informed Consent and Liability Waiver for Minor Child(ren).
- I understand that the City as a public entity is subject to Oregon Public Records Law and this Agreement is a public record and subject to disclosure upon request.

Signature of Responsible Person: _____ **Date:** _____

Informed Consent and Liability Waiver for Minor Child(ren)

The City of _____ requires an additional liability waiver from a legal guardian to be completed for all minor children under 18 years of age before the minor may be allowed to use the City’s recreational equipment. Minors are not permitted to operate any other type of City equipment. Please print legibly and return this form with the Equipment Rental Agreement.

Minor’s Full Name	Date of Birth	Recreational Equipment to be Operated

I understand and agree that there are risks of significant injury to the minor(s) listed above, whether caused by the minor(s) or someone else, in their use of the City’s recreational equipment. I understand and agree that these risks of injury include, but are not limited to, slips, trips, falls, collisions, equipment failure, or other such accidents or incidents that may result in injury, harm or damage, including but not limited to economic, property, emotional, mental, physical, or any other type of damage, including but not limited to sprains, torn muscles, broken bones, heart stress, paralysis, disfigurements, death, or other forms of pain or suffering. On my behalf, and on the behalf of the minor child(ren) above, I fully understand, voluntarily accept, and specifically assume these risks of injury to the child(ren).

On my behalf, and on behalf of each of the minor child(ren) above, I agree to release and discharge from all liability, and waive all claims, demands and actions against, the City of _____, and all its operators, employees, agents, vendors, and volunteers, for any and all injuries, harms, or damages sustained by the child(ren) in connection with their use of the equipment resulting or arising from the negligent acts or omissions of the City, me, the child(ren), or other persons on anyone against the City of _____ related to such injuries, harms, or damages.

I affirm that the above-named minor(s) possess the maturity and physical capability to properly operate the equipment. I agree that I will supervise the child(ren) and will be responsible for their use of the City’s equipment at all times. By signing this Waiver, I certify that I have thoroughly read, fully understand, and voluntarily accept and agree to its terms.

I, _____, legal guardian of the above-listed minor child(ren) understand that use of the City’s recreational equipment involves the risk of potentially serious bodily injury and/or death. I have read and understand the City’s Equipment Rental Agreement and this Informed Consent and Liability Waiver for Minor Child and agree to all terms. I hereby release the City of _____ fully and completely from any liability associated with the use of its equipment.

Signature of Legal Guardian

Date