

EQUIPMENT LOAN AGREEMENT

Tree Planter (referred to in this Agreement as the 'Equipment')

BETWEEN:

The East Interlake Watershed District
(Referred to in this Agreement as the 'EIWD')

AND:

Name: _____

Address: _____

Phone: () - Email: _____

(Referred to in this Agreement as the 'Recipient')

WHEREAS:

- * EIWD has the mandate to develop and promote systems of landscape management for the betterment of water resources in the eastern Interlake region of the Provinces of Manitoba.
- * The Recipient desires to borrow from EIWD the Equipment to assist in tree planting and it is in EIWD's interest to provide such assistance.

NOW in consideration of EIWD lending the Equipment, free of charge:

from (date) _____ return (date) _____

The Recipient agrees:

1. To pick up the Equipment from and to deliver the same back to EIWD.
2. Acknowledges that the Equipment is free of damage or defect.
3. To operate the Equipment according to the Standard Operating Procedure (SOP) instructions, a copy of which has been provided to the Recipient.
X _____ (SOP Received by Recipient - Signature)
4. To be responsible for the Equipment, to maintain the same in a good state of repair according to manufacturer's guidelines and to return the same to EIWD in good working condition.
5. To allow EIWD access at any reasonable time, to inspect the Equipment and view its state of repair.
6. To assume all risk of any injuries, including death, loss or damages, be it personal or property, that the Recipient, its servants, agents or anyone claiming through the Recipient, may suffer from the granting of this Equipment loan by EIWD and acknowledges that EIWD will not be liable for the same.
7. To indemnify and save harmless EIWD from and against and be responsible for any action, claims, damages, loss, costs, expenses and disbursements including solicitor's client and administration fees, whether by way of judgment or compromise or settlement which EIWD may suffer, arising directly or indirectly from the granting of this Equipment loan, whether by performance, omission, default or remedying of such performance or default by the Recipient.
8. That the Equipment has a replacement value of \$8,000.00.
9. That pick-up charges of \$100.00 plus \$0.40/km will be assessed in the event the Equipment is not returned as per this agreement.
10. Refundable deposit of \$250.00 payable to the EIWD is required at time of pick up.

X _____
(Picked up - Recipient's Signature)

X _____
(Date)

X _____
(Signature - EIWD Representative)

X _____
(Date)

X _____
(Returned By - Recipient's Signature)

X _____
(Date)

X _____
(Signature - EIWD Representative)

X _____
(Date)

File #: _____

Sub-District: _____