**Description:** Equipment Rental Agreement – 4-H

This form is used by the Minnesota Extension Service on behalf of 4-H Youth Programs when renting equipment.

Here are the instructions. Enter the indicated information in the word-fillable fields (when your cursor is in the word-fillable field, these instructions can also be found on the status bar located at the bottom of your computer screen). **PLEASE NOTE: If you do not have the information at hand to fill in the word-fillable field, you will need to insert an underline ( ) so that you will have space to enter the information after you print out the agreement.**

# First Paragraph

Enter the date when agreement is provided for signature (i.e. September 15, 2009)

Enter the MN Extension Service address to be used (include street address, city, state and zip code)

Enter the name of the owner

Enter the address of the owner (include street address, city, state and zip code)

# Paragraph 1. Description of Equipment

Enter the name and, if applicable, description of the equipment to be rented by University

# Paragraph 2. Rental Payment

Write out the dollar amount of the rental cost (ex. four hundred fifty) Enter numerical rendering of dollar amount of the rental cost (ex. 450.00)

# Paragraph 2. Rental Payment; Subparagraph 2.1

***Check one of the two boxes***

Check this box if rental payment will be made when agreement is signed Check this box if rental payment will be made in installments

If paid in installments, enter the date of each payment (ex. January 1, 2009; April 1, 2009; July 1, 2009; October 1, 2009)

# Paragraph 3. Terms

Write out the number of days/weeks that the equipment will be rented (ex. five) Enter the numerical rendering of how long equipment will be rented (ex. 5) Enter either "days" or "weeks" for how long the equipment is rented

Enter the date when the rental will begin (ex. May 5, 2009)

Enter the date when the equipment will be returned (ex. December 15, 2009)

# Signature Block

Enter the name of the Owner

Enter the name of the University employee delegated the authority to sign the agreement on behalf of the Regents of the University of Minnesota (See [www.ogc1.umn.edu/delegations/library](http://www.ogc1.umn.edu/delegations/library) to find person with signature authority)

Enter the name of the Owner employee who will be signing the agreement

Enter the title of the University employee delegated the authority to sign the agreement Enter the title of the company employee who will be signing the agreement

# EQUIPMENT RENTAL AGREEMENT

**THIS EQUIPMENT RENTAL AGREEMENT** (the “Agreement”) is entered into on

, by and between the Regents of the University of Minnesota, Minnesota Extension Service, on behalf of 4-H Youth Programs (the “University”), whose address for purposes of this Agreement is and (the “Owner”), whose address for purposes of this Agreement is

. University will lease the equipment described in section 1 of this Agreement from Owner according to the terms and conditions set forth herein.

1. **Description of Equipment**. The Owner will lease the following equipment to the University (the “Equipment”): .
2. **Rental Payment**. As rent for the Equipment, the University will pay the Owner: and NO/100 Dollars ($ ).

2.1 The rental payment will be paid: (Check one of the two boxes) upon the signing of this Agreement, or

in periodic installments, payable on the following dates:

1. **Term**. The term of this Agreement will be ( ) , commencing on

, and terminating on .

1. **Use and Care of the Equipment**. The University will exercise due care in its operation, use and maintenance of the Equipment. The University will not use the Equipment in any manner that would be in breach of applicable laws, rules, regulations and other governmental directives or would violate the terms of a manufacturer’s warranty or operational standards for use of the Equipment.
2. **Return of the Equipment**. The University will return the Equipment to the Owner in good working order. The University hereby acknowledges and agrees that it will be responsible for damage or loss of the Equipment resulting from its use during the term of this Agreement, reasonable wear and tear excepted.
3. **Indemnification**. The University will defend, indemnify, and hold harmless the Owner from all damage, loss or injury arising out University’s use of the Equipment, except to the extent such loss, injury or damage is the result of the willful or negligent act or omission of Owner, its directors, agents, employees, or representatives. In no event will University be responsible for lost profits or special, indirect or consequential damages of any kind. University’s liability is governed by the limitations and the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.

# General Provisions.

* 1. Amendment. This Agreement may not be amended except in a writing signed by University and Owner.
	2. Assignment. This Agreement may not be assigned by either party. Any assignment attempted to be made in violation of this Agreement will be void.
	3. Entire Agreement. This Agreement represents the entire understanding of the parties with respect to the rental of the Equipment and replaces all other agreements and understandings of the parties related to rental of the Equipment.
	4. Force Majeure. Neither University nor Owner will be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties’ duty to perform obligations will be suspended.
	5. Governing Law; Forum. The laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Minnesota.
	6. Independent Contractor. It is expressly understood that University and Owner are independent contractors and not the agent, partner, or employee of the other. Neither party shall have the authority to enter into any contract or agreement to bind the other and shall not represent to anyone that it has such authority**.**

**IN WITNESS WHEREOF**, the parties have entered into the Agreement as of the date first above written.

# Regents of the University of Minnesota

By: By: Name: Name:

Title: Title:

Date: Date: