



# EXAMPLE

## Water Pumping Program

### Equipment Rental Application and Contract

Revised April 2003

Between Her Majesty the Queen in right of Alberta as represented by the Minister of Agriculture, Food and Rural Development, hereinafter called "Alberta Agriculture, Food and Rural Development", and

<b>Legal Name:</b> <u>DOE FARM LTD.</u>	<b>From here on referred to as "The Renter"</b>		
<b>Contact Name:</b> <u>JOHN DOE</u>	<b>Home Phone:</b> <u>(780) 444-4444</u>		
<b>Address:</b> <u>Box 100 RRI</u>	<b>Cell Phone:</b> <u>(780) 222-2222</u>		
<b>Town/City:</b> <u>STONY PLAIN, AB</u>	<b>Fax:</b> <u>(780) 444-4444</u>		
<b>Postal Code:</b> <u>T6H 5T6</u>	<b>Municipality:</b> <u>PARKLAND</u>		
<b>Dugout Filled:</b> <u>Qtr. NE</u> <b>Sec.</b> <u>30</u> <b>Twp.</b> <u>53</u> <b>Rge.</b> <u>25</u> <b>West of</b> <u>5</u> <b>Additional (No.):</b> _____			
<b>Directions:</b> <u>2 1/2 MILES S OF HWY 16 ON RD 561, WHITE HOUSE, WEST SIDE</u>			
<b>Distance (Source to Dugout):</b> <u>1 1/2</u> (miles) <b>Lift</b> <u>40</u> (feet)	<b>Water Source:</b> <u>DUGOUT</u>		
<b>Date Equipment Wanted:</b> <u>JUNE 1, 2002</u>	<b>Days Required:</b> <u>1</u>		

Equipment	No. of Units	Rental Rate per Unit	No. of Days	Cost
Pump	1	100	1	100.00
Pipe and Trailer (6 or 8")	1	150	1	150.00
Additional Pumps				
Additional Pipes and Trailers	1	75	1	75.00
Comments: (i.e., additional land locations)	<b>SubTotal</b>			325.00
	<b>G.S.T. # 124072513RT</b>			22.75
	<b>Total</b>			347.75

Edmonton: (780) 422-5000

Lethbridge: (403) 381-5730

#### To Be Completed By Dispatch Office

<b>Pump Number(s)</b>	<b>Time of Delivery</b>	
<b>Trailer Number(s)</b>	<b>Time of Pickup</b>	
<b>Estimated Damage (if any) \$</b>	<b>Rental Time (days)</b>	<b>Estimated Pumping Time (hrs)</b>
<b>Total Charge \$</b>	<b>Amount Due \$</b>	<b>Paid by Credit Card (Y/N)</b>
<b>Amount Received \$</b>	<b>Receipt No.(s)</b>	

The information that may identify you on this form is being collected under the authority of the Freedom of Information and Protection of Privacy Act (FOIP). The information will be used to operate, evaluate, and develop the Water Pumping Program or other initiatives to secure or enhance water supplies for rural residents. It is subject to the provisions of the FOIP Act.

I, the Renter, hereby agree to comply with all laws and fully understand the **Terms and Conditions** of this contract as stated on Page 2 of this form.

Signature of Applicant John Doe Date May 10, 2002

**Terms and Conditions of this contract are located on Page 2.**

# Water Pumping Program

**Intent of Program:** To provide assistance to producers in securing adequate water supplies for domestic and livestock use during times of drought.

## Terms and Conditions

1. Equipment: In this contract, “equipment” means:
  - (a) Power take-off (PTO) pump together with screened intake and discharge hose.
  - (b) Additional pumps.
  - (c) Up to one mile of 6” or 8” aluminum pipe, on a trailer equipped with electric brakes and lights for highway travel.
  - (d) Each additional mile of pipe and trailer.
2. The rental rate is for the first 48 hour period or any part thereof, following receipt of the equipment. This allows one full day for setup and dismantling. An additional full rental rate shall be charged for each additional 24 hour period or any part thereof, during which the Renter has the equipment.
3. The Renter is responsible for all damages to the equipment, other than ordinary wear and tear, while the equipment is in the Renter’s possession. Alberta Agriculture, Food and Rural Development will determine the monetary amount of such damage.
4. The Renter will pay a damage deposit equal to the estimated rental charge before the equipment is released. This damage deposit will be applied to any damage to the equipment. The Renter will be responsible for any damage costs over and above the damage deposit. The balance will be applied to the total rental charge of the equipment.
5. Payment shall be made to Alberta Agriculture, Food and Rural Development when the equipment is returned. All payments made by cheque are payable to the Minister of Finance. Alberta Agriculture, Food and Rural Development will provide official receipts.
6. Alberta Agriculture, Food and Rural Development staff have the right to enter lands to inspect the equipment or observe its use.
7. Alberta Agriculture, Food and Rural Development is not responsible for any claims, actions, suits, proceedings, costs, expenses, damages, and liabilities (including attorney’s fees) arising out of, connected with, or resulting from the rental of equipment, including, without limitation, the delivery, possession, use, operation, or return of the equipment.
8. Time is of the essence in this contract and in each and all of its provisions.
9. The Renter will notify Alberta Agriculture, Food and Rural Development as soon as possible but no later than completion of the pumping job, if any accident occurs, or if the equipment is damaged, stolen, or found to be deficient.
10. The Renter agrees the equipment will be used in accordance with the intent of the program and will not be used by any other person or for any other purpose.
11. The Renter will comply with the instructions provided and with all applicable laws in the use of the equipment.
12. This contract and the instructions are the entire agreement between the Renter and Alberta Agriculture, Food and Rural Development for the rental of the equipment. It supercedes all previous negotiations and documents relating to this rental.
13. The Renter is responsible for obtaining the license to divert water, permission to operate alongside public roads, to cross public roads, or permission to cross private lands.

**Note:** Applicants should be aware that a **temporary diversion license(s)** is usually required to draw water from rivers, streams or permanent bodies of water (e.g. lakes, sloughs). Applicants are encouraged to contact their local **Regional Support Person (Water)** of Alberta Environment - Natural Resource Service for information on obtaining this license. The phone numbers are listed below.

Edmonton: (780) 427-5296

Peace River: (780) 624-6167

Red Deer: (403) 340-7654

Calgary: (403) 297-6582

Lethbridge: (403) 382-4254

Camrose: (780) 679-1735

Stony Plain: (780) 963-6131 Ext. 262