

Equipment Rental Application and Contract

Revised September 2009

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

Legal Name: _____ From here on referred to as "The Renter" (Last, First or Corporate)	
Contact Name: _____	Home Phone: _____
Address: _____	Cell Phone: _____
Town/City: _____	Fax: _____
Postal Code: _____	Municipality: _____
Dugout Filled: Qtr. _____ Sec. _____ Twp. _____ Rge. _____ West of _____ Additional (No.) _____	
Directions: _____	
Distance (Source to Dugout): _____ (miles)	Lift: _____ (feet)
Water Source: _____	
Date Equipment Wanted: _____	Days Required: _____

Equipment	No. of Units	Rental Rate per Unit	No. of Days	Cost
Pump				
Pipe and Trailer (6 or 8")				
Additional Pumps				
Additional Pipes and Trailers				
Comments: (i.e. additional land locations)	SubTotal			
	G.S.T.# 124072513RT			
	Total			

Toll Free 310-0000 Edmonton: (780) 422-5000 Fax: (780) 422-9745

To Be Completed By Dispatch Office

Pump Number(s)		Time of Delivery
Trailer Number(s)		Time of Pickup
Estimated Damage (if any):	Rental Time (days)	Estimated Pumping Time (hrs)
Total Charge	Amount Due	Payment Type
Amount Received	Receipt No.(s)	

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 the reverse of this form.

Signature of Applicant _____ **Date** _____

Terms and Conditions of this contract are located on the reverse of this page.

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 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 and Rural Development when the equipment is returned. All payments made by cheque are payable to the Minister of Finance. Alberta Agriculture and Rural Development will provide official receipts.
6. Alberta Agriculture and Rural Development staff have the right to enter lands to inspect the equipment or observe its use.
7. Alberta Agriculture 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 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 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 Environmental - Natural Resource Service for information on obtaining this license. The phone numbers are listed below.

Edmonton: (780) 427-5296
Calgary: (403) 297-7605

Peace River: (780) 624-6167
Lethbridge: (403) 382-4254

Red Deer: (403) 340-7052
Spruce Grove: (780) 960-8600

