

EQUIPMENT RENTAL AGREEMENT

The City of Minnetonka ("City") owns a metal detector that it is willing to rent to residents and their contractors for the purpose of locating the metal stakes marking lot corners in Minnetonka. The following person ("Contractor") wishes to rent the metal detector for the sole purposes of either marking the lot corners or, finding utility related lines on the property at \_\_\_\_\_ in Minnetonka.

Business Name: \_\_\_\_\_

Individual's Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_

Contractor agrees to the following conditions which govern Contractor's use of this metal detector:

1. Contractor must returned the metal detector by 4:30 p.m. on \_\_\_\_\_.
2. Contractor must pay City the amount of \$0.00 for renting the metal detector. Payment must be made in advance. If the metal detector is not returned by the time specified in paragraph 1, Contractor will be charged a penalty of \$50.00 per day. The metal detector must be used only for either marking the corners or finding utility related lines on the property identified above. If it is used for any other purpose, Contractor will be charged the penalty noted above for each unauthorized use of the detector.
3. Contractor must return the metal detector in as good a condition as when Contractor picked it up. Contractor must reimburse the City for the cost to repair any damage incurred while in Contractor's possession and to replace the detector if it is destroyed beyond repair, lost, or never returned.
4. Contractor must pay the City any amounts owed under paragraphs 2 and 3 at the time of returning the detector to the City. If it is never returned, Contractor must pay the city the amounts due within 15 days after a City invoice is mailed to the address listed above. Any amounts not paid will be charged to Contractor's credit card number that is provided at the time of picking up the detector.
5. Contractor agrees and acknowledges on behalf of himself/herself and any other users of the metal detector that use of the metal detector may carry a risk of personal injury. On behalf of himself/herself and any other user, Contractor agrees not to make a claim against the City for injuries or damages that occur as a result of using the metal detector, except for any losses caused by the City's gross negligence or willful misconduct. Contractor agrees to hold the City harmless and to indemnify the City from all costs, claims and suits that may be brought as a result of the use of the metal detector.

CONTRACTOR:

Dated: \_\_\_\_\_

For internal use only	
Date Returned: _____	Staff Initials: _____