

EQUIPMENT RENTAL AGREEMENT

The City of Minnetonka ("City") owns a metal detector that it is willing to rent to residents for the purpose of locating the metal stakes marking lot corners and/or locating utility related lines. The following person ("Resident") wishes to rent the metal detector for this purpose:

Name: _____

Address: _____

Phone: _____

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

1. Resident must return the metal detector by 4:30 p.m. on _____.
2. Resident 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, resident will be charged a penalty of \$30.00 per day.
3. Resident must return the metal detector in as good a condition as when Resident picked it up. Resident must reimburse the City for the cost to repair any damage incurred while in Resident's possession and to replace the detector if it is destroyed beyond repair, lost, or never returned.
4. Resident 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, Resident 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 added to Resident's utility bill for the property listed above. If not paid as part of the utility bill, the City may certify the unpaid amount plus penalty and administrative fee to Hennepin County for collection with the property taxes for the property listed above.
5. Resident 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, Resident 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. Resident 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.

RESIDENT:

Dated: _____

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