 **Equipment Rental Agreement** ITD 1232 (Rev. 03-17)

Idaho Transportation Department itd.idaho.gov

Agreement Number

THIS AGREEMENT (“Agreement”) is between the Idaho Transportation Department (hereafter referred to as the "State") and       (hereafter referred to as the “Contractor"), whose business address is      . This Agreement is made and entered into this      day of      , 20  . The parties hereto agree as follows:

1. That the Renter owns and agrees to rent to the State and the State pay the Renter, for the use of the following items of equipment or machinery for the period indicated in (5) and at the rate per unit as follows, subject to added stipulations in (7):

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | Equipment Description  Make and Type | Capacity and/or  Mfrs. Rating | Serial No. | Rental Rate |  | ITD Assigned Rental Equip No. |
| 1. |  |  |  |  |  | T |
| 2. |  |  |  |  |  | T |
| 3. |  |  |  |  |  | T |
| 4. |  |  |  |  |  | T |

1. The State will provide liability and property coverage for the equipment in the State’s care, custody, and control and while operated by State personnel, and the State will indemnify the Renter for the State’s negligence acts. The State’s liability coverage will be primary over any other collectible insurance on the leased equipment as long as the machine is in the State’s care, custody and control and is being operated by State personnel.
2. The Renter agrees to defend and indemnify the State from liability for claims resulting from defective equipment under this agreement, and will carry public liability and damage insurance on all equipment or machinery in an amount not less than $500,000 per occurrence.
3. The State  to furnish any fuel or       to furnish repairs for the operation or maintenance in connection with the operation of rental equipment mentioned in this contract;
4. This contract shall become effective and the work to be performed under it to start not later than the      day of      , 20  , and to be completed not later than the      day of      , 20  .
5. The District Engineer or section head, where the work is located, shall be in charge and supervise the work and direct the operation of the rental equipment at all times. He shall make and keep a daily written report of the number of hours that each unit of equipment was in operation and chargeable to the job under this contract and shall furnish the Renter a copy of such report each day that this contract is in effect until the job is completed, signed by him or his agent designated to make such report, and such report shall be made a part of the permanent work record of the job under this contract. Time for which rent is paid on any particular piece of equipment shall be that during operation on the job only and shall not include time taken out for oiling and repairing.
6. Acceptance of this contract binds the Renter to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964: In that, “No person in the United States shall, on the grounds of race, color, national origin, sex, or age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.” In addition, “No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

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| (8) STIPULATIONS: |

Any machinery or equipment employed under this contract shall be used, employed on and charged to Project       in       County.

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| --- | --- | --- |
| By the signature of their authorized representatives below, the parties hereto have agreed to the terms of the above agreement. | | |
| Contractor’s Printed Name | Contractor’s Signature | Date Signed |
|  |  |  |
| ITD Division Administrator's Printed Name | ITD Division Administrator's Signature | Date Signed |
|  |  |  |
| Authorized Agency Purchaser Printed Name | Authorized Agency Purchaser Signature | Date Signed |
|  |  |  |