



<b>Equipment Rental Without Operator Agreement</b>	Renter Name			
	Renter Billing Address			
	Email			
	Contact Name		Contact Phone	
Agreement Number		Statewide Vendor #		
Item No.	Description of Item	Estimated Rental Period	Unit Price Per Hour	Estimated Amount
Note: WSDOT administrative charges will be added to total when appropriate.			Total	

This Agreement is entered into by and between the Washington State Department of Transportation, hereinafter "WSDOT," and the above named public entity, hereinafter the "Renter," hereinafter individually the "Party" and collectively the "Parties."

**Recitals**

1. The Renter requires the use of WSDOT owned equipment.
2. WSDOT agrees to rent its equipment to Renter only when WSDOT is not in need of it.
3. The Parties enter into this Agreement for the purpose of establishing the rental terms.

Now, Therefore, Pursuant to chapter 39.34 RCW or RCW 47.28.140 and in consideration of the terms, conditions, covenants, and performances contained herein, or attached hereto and by this reference made a part of this Agreement,

It Is Mutually Agreed As Follows:

**1. Rental Terms**

1.1 WSDOT agrees to rent to the Renter the above listed equipment for use according to the terms of this Agreement, only when WSDOT does not have need of the equipment for scheduled or emergency work. The Renter acknowledges and agrees that WSDOT's required use of its equipment takes precedence over the Renter's need or use of the equipment. WSDOT specifically reserves the right to recall the equipment when the use of the equipment is necessary to carry out WSDOT's responsibilities. In such case, WSDOT will arrange and pay for the equipment transportation. WSDOT will promptly return the equipment to the Renter, if necessary, when WSDOT no longer needs the equipment.

- 1.2 The Renter agrees to comply with the terms of this Agreement, including all equipment instructions attached hereto, if any, and all applicable Local, State and Federal Laws.
- 1.3 Term: The Parties agree that this Agreement will not become effective until such time as it has been signed by WSDOT's Regional Administrator (or designee) and the Renter, and a copy of the fully executed Agreement is returned to the Renter. The rental term of this Agreement shall be the dates upon which the equipment will be under the custody and control of the Renter.

## **2. Equipment Condition and Repairs**

- 2.1 The Parties agree that a representative of each Party will perform a joint inspection of the equipment upon delivery of the equipment to the Renter and record its condition. The Parties agree to perform a joint inspection of the equipment upon its return to WSDOT and record its condition.
- 2.2 WSDOT agrees to repair the equipment for breakdowns due to normal wear and tear, and any preexisting conditions that are noted pursuant to section 2.1 or which are caused by WSDOT.
- 2.3 The Renter agrees to reimburse WSDOT for the cost of repairs for any damages to the equipment, other than normal wear and tear, that is identified by the inspections performed pursuant to section 2.1.
- 2.4 The Renter agrees to be responsible for and pay all repair costs of any breakdown of or damage to the equipment that occurs when the equipment is in the custody of or under the control of the Renter. The Renter must secure prior written approval from WSDOT before any equipment repairs are made. WSDOT may require the equipment to be repaired by WSDOT personnel or a designated vendor. In all cases, WSDOT and/or the designated vendor shall directly invoice the Renter for the repair costs.
- 2.5 The Renter agrees to immediately notify WSDOT of any equipment failures, damages, or service needs.

## **3. WSDOT Responsibilities**

- 3.1 WSDOT agrees to provide specialized tools if necessary for the proper operation and maintenance of the equipment.
- 3.2 WSDOT agrees to provide necessary training on the proper use of the equipment.
- 3.3 WSDOT agrees to service and maintain the equipment, except for service and maintenance that is required to be performed by the operator on a daily basis, or as otherwise provided by in this Agreement.

## **4. Renter Responsibilities**

- 4.1 Renter agrees to provide an operator who meets WSDOT's ability and qualification criteria. WSDOT reserves the right to approve all operators.
- 4.2 Renter agrees to perform and record daily inspections of the equipment, including daily usage. Renter agrees to submit the inspection and usage sheets to WSDOT as directed.
- 4.3 Renter agrees to pay all costs of transporting the equipment from and to designated WSDOT locations.
- 4.4 Renter agrees to pay for fuel, oil, grease, fluids and all other daily, periodic, or routine costs of operating the equipment.
- 4.5 Renter will provide for security of the equipment and will be financially responsible for all equipment damages from vandalism or third party actions while the equipment is in its possession. Repairs will be made in accordance with section 2.

## **5. Payment**

- 5.1 The Renter agrees to pay WSDOT for the actual direct and related indirect costs associated with the training, use and transportation of the equipment.
  - 5.1.1 Equipment will be billed for actual hours of usage but not less than 8 hours per day, at the rate specified above and effective during the rental term of this Agreement as defined under section 1.3, above.
  - 5.1.2 Delivery and training costs will be billed at WSDOT's employee classification and cost rate.

- 5.1.3 Associated travel costs (if applicable) will be billed at the current state travel reimbursement rates.
- 5.2 The Renter agrees to make payment to WSDOT within thirty (30) days from receipt of an invoice.
- 5.3 The Renter agrees that if it fails to make payment within thirty (30) days from receipt of WSDOT's invoice, WSDOT shall charge interest in accordance with RCW 43.17.240 and may elect to send the outstanding invoice(s) to a state contracted collection agency which may result in the assessment of additional fees and/or costs.

## **6. General Provisions**

- 6.1 Independent Contractor. WSDOT, its employees or agents, performing under the terms of this Agreement shall be deemed an independent contractor for all purposes and shall not be deemed employees or agents of the Renter. The Renter, its employees or agents, performing under the terms of this Agreement shall be deemed an independent contractor for all purposes and shall not be deemed employees or agents of WSDOT.
- 6.2 Assignment. This Agreement, and any claim arising under this Agreement, shall not be assignable or delegable by either Party, either in whole or in part.
- 6.3 Indemnification. The Renter shall protect, defend, indemnify, and hold harmless WSDOT, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, the Renter's operation, maintenance and/or repair of the equipment pursuant to the provisions of this Agreement. The Renter will not be required to indemnify, defend, or save harmless WSDOT if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of WSDOT. Where such claims, suits, or actions result from concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence. This indemnification will survive the termination of this Agreement.
- 6.4 Amendment. This Agreement may be amended by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.
- 6.5 Termination. Either Party may terminate this Agreement by providing written notice to the other of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. The Renter agrees to be liable for all equipment costs as defined herein up through the date the equipment is returned to WSDOT, regardless of the termination date of this Agreement.
- 6.6 Disputes. In the event that a dispute arises under this Agreement which cannot be resolved between the Parties, the dispute will be settled in the following manner: Each Party will appoint a member to a dispute board. The members so appointed will jointly appoint a third member to the dispute board who is not employed by or affiliated in any way with either Party. The dispute board will evaluate the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board will be final and binding on the Parties. Any costs associated with appointing the third member will be equally shared between the Parties. Each Party shall be responsible for its own costs, including attorneys' fees.
- 6.7 Venue. The Parties agree that any legal action to enforce any right or obligation under this Agreement may only be brought in \_\_\_\_\_ County Superior Court.
- 6.8 Records Retention. The Renter and WSDOT, during the rental term and for a period of not less than six years from the date of final payment from the Renter, shall retain the records and accounts pertaining to the equipment rental under this Agreement and accounting therefore, keeping them available for inspection and audit by WSDOT, State Auditor, or Renter and copies of all records, accounts, documents or other data pertaining to the Agreement will be furnished upon request. If any litigation, claim or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the six-year retention period.

6.9 Complete Agreement. This Agreement contains all covenants, stipulations and provisions agreed by both Parties. No agent or representative of either Party has authority to make, and the Parties will not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

In Witness Whereof, the Parties hereto have executed this Agreement as of the day, month and year last written below.

<b>Entity</b>	<b>Washington State Department of Transportation</b>
Signature: _____	Signature: _____
By: _____ Print Name	By: _____ Print Name
Title: _____	Title: _____
Date: _____	Date: _____